



**INVITATION TO BID
PUBLIC WORKS
PROJECT NUMBER
EW-C6404**

PROJECT MANUAL

FOR

CREEK CHANNEL STABILIZATION

AT

PEARRYGIN LAKE STATE PARK

IN

OKANOGAN COUNTY

BID OPENING: 1:00 P.M., WEDNESDAY, AUGUST 27, 2025

**Bidders are required to submit bid prices electronically through the State
Parks Public Opportunities-MRSC Bonfire Procurement Portal**

<https://mrscrosters.bonfirehub.com>

****BIDS WILL BE OPENED WITHIN THREE BUSINESS DAYS****

**WASHINGTON STATE PARKS & RECREATION COMMISSION
300 DESMOND DRIVE SE
LACEY, WA 98503
POST OFFICE BOX 42650
OLYMPIA, WASHINGTON 98504-2650**



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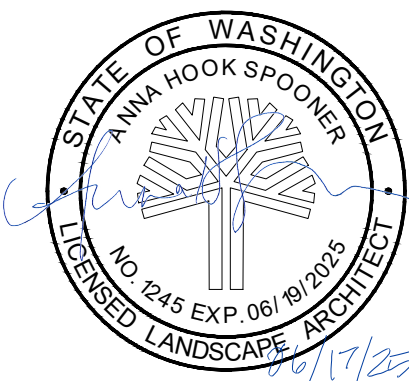
Approved for Construction


Heather Saunders, Director of Parks Development

WASHINGTON STATE PARKS AND RECREATION COMMISSION
300 DESMOND DRIVE SE
LACEY, WASHINGTON 98503
P.O. BOX 42650
OLYMPIA, WASHINGTON 98504-2650

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

The following sections of the Technical Specifications contained, herein, have been prepared by or under the supervision of the licensee described under "Prepared by" in the following table:

Section No.	Section Name	Prepared by
010000	General Requirements	  [John Laplante, Anna Spooner; Anchor QEA]
010099	Surveying	
011400	Working Restriction	
012973	Schedule of Values	
012200	Submittal Procedures	
013501	Inadvertent Discovery of Cultural Resources or Human Skeletal Remains	
014000	Quality Requirements	
014100	Regulatory Requirements	
014200	References	
015000	Temporary Facilities and Controls	
015526	Traffic Control	
015639	Temporary Tree Protection and Plant Protection	
015713	Temporary Erosion, Sediment Control, and CSPP	
016000	Product Requirements	
017419	Construction Waste Management	
017700	Closeout Procedures	
310000	Earthwork	
311001	Site Clearing	
312319	Channel Dewatering, Fish Transfer, and Channel Rewatering	
325000	Site Restoration and Rehabilitation	
328400	Planting Irrigation	
329000	Seeding	
329113	Soil Preparation, Finish Grading, and Erosion Control Fabrics	
329300	Planting	
354950	Large Woody Material and Channel Structures	
354951	Large Woody Material Connections	



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION
300 Desmond Drive SE • Lacey, WA 98503 • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

ADVERTISEMENT FOR BID

Sealed bids will be received for the following project:

PROJECT NUMBER:	EW-C6404
PROJECT TITLE:	Pearrygin Lake State Park – Creek Channel Stabilization
PROJECT DESCRIPTION:	The project will stabilize Pearrygin Creek's channel using a live crib structure, channel excavation, and native plantings. Excavated material will support construction and replanting efforts, with irrigation provided.
PROJECT LOCATION:	The project is located at Pearrygin Lake State Park, 625 Bear Creek Rd, Winthrop, WA 98862. Okanogan County
ESTIMATED BID RANGE:	\$ 395,000.00 - \$ 446,000.00
PROJECT REPRESENTATIVE:	Dustin Sullivan
PROCUREMENT COORDINATOR	Brett Taylor
PREBID WALKTHROUGH:	11:00 AM on Monday, July 28th, 2025. Meet at Pearrygin Lake Contact Station, 625 Bear Creek Rd, Winthrop, WA 98862
SUBMITTAL DUE DATE/TIME:	1:00 PM on Wednesday, August 27, 2025
ELECTRONIC BIDDING:	Bidders are required to register as vendors on the MRSC Bonfire Procurement Portal https://mrscrosters.bonfirehub.com to be eligible to submit bids. All bid submissions must be completed electronically through the State Parks Public Opportunities section of the portal. Bidders must use the official Bid Proposal Form, provided as part of the electronic bid documents, ensuring that all required fields are properly filled out and submitted before the deadline. (See Bonfire support details further down.)

PLANS, SPECIFICATIONS, ADDENDA, AND PLAN HOLDERS LIST: Contractors can access plans and specifications through the State Parks Public Opportunities-MRSC Bonfire Procurement Portal at <https://mrscrosters.bonfirehub.com/portal>.

Important: Bidders are encouraged to "Register as a Prime/GC Interest" on the project details page of the MRSC Rosters Bonfire Procurement Portal to be placed on the Bidders List. This service is free for Prime Bidders, Subcontractors, and Vendors interested in bidding on this project.

Additionally, plans and specifications are available through Builders Exchange Washington, Inc. at <http://www.bxwa.com>. Posted Projects”; “Public Works”, “Washington State Parks and Recreation. Bidders have the option to access Bid Documents, including Specifications and Drawings, at www.parks.wa.gov/contracts by clicking on the Construction Projects link for reference purposes. However, the official channel for bid notifications and addenda is the State Parks Public Opportunities-MRSC Rosters Bonfire Portal, and bidders should rely on it for the most up-to-date information.

PLANS MAY ALSO BE VIEWED THROUGH: Associated Builders And Contractors, Spokane WA; Tri City Construction Council, Kennewick WA; Daily Journal of Commerce, Seattle WA; Weekly Construction Reporter, Bellingham WA; Daily Journal Of Commerce Plan Center, Portland OR; Lower Columbia Contractor Plan Center, Longview WA; Abadan Spokane Plan Center, Spokane WA; ARC Document Solutions, Seattle, WA; Associated General Contractors, Boise, ID; Dodge Construction, Bedford, MA; Hermiston Plan Center, Hermiston, OR; Contractor Plan Center, Clackamas, OR; Wenatchee Plan Center, Wenatchee, WA; Spokane Regional Plan Center, Spokane, WA; Associated General Contractors, Spokane, WA; Walla Walla Valley Plan Center, Walla Wall, WA; Yakima Plan Center, Yakima, WA.

TECHNICAL QUESTIONS regarding this project shall be directed to: Dustin Sullivan, P.E., 270 9th Street NE, Ste. 200, East Wenatchee, WA, 98802, Phone: (509) 665-4340, e-mail: dustin.sullivan@parks.wa.gov.

BID RESULTS will be published on the State Parks Public Opportunities-MRSC Rosters Bonfire Portal <https://mrscrosters.bonfirehub.com/portal> following the bid deadline and in the Construction Projects section at www.parks.wa.gov/contracts after the bid submittal. This practice ensures that those involved and interested can readily view bid outcomes, enhancing transparency and efficiency in the bidding process.

THE STATE OF WASHINGTON PREVAILING WAGE RATES are applicable for this public works project. Bidders are responsible to verify and use the most recent prevailing wage rates. The “Effective Date” for this project is the bid submittal time and date above.

BIDDER RESPONSIBILITY will be evaluated for this project. In determining bidder responsibility, the Agency shall consider an overall accounting of the criteria set forth in Division 00 – Supplemental Responsibility Criteria. Please direct questions regarding this subject to the Project Representative.

MANDATORY 15% APPRENTICE LABOR HOURS of the total labor hours are a requirement of this construction contract. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions to Bidders. Bidders may contact the Department of Labor & Industries, Apprenticeship Section, to obtain information on available apprenticeship programs.

SUBCONTRACTOR LISTINGS: Per RCW 39.30.060, when the bid proposal combined with any alternates totals one million dollars or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project.

ACCESS EQUITY: The successful Bidder is required to complete their vendor registration in Access Equity, a secure B2GNow online vendor management system. Prime Contractors already registered with B2GNow for any public entity must ensure their information is up to date. The system can be accessed either directly at <https://omwbe.diversitycompliance.com/> or via the

Office of Minority and Women's Business Enterprises (OMWBE) website at <https://omwbe.wa.gov/>.

FOR THIS PROJECT, VOLUNTARY DIVERSITY GOALS HAVE BEEN SET: 10% for Minority Business Enterprises (MBE), 6% for Women's Business Enterprises (WBE), 5% for Washington Small Businesses, and 5% for Veteran-owned businesses. While meeting these goals is not mandatory, it is strongly encouraged to promote diversity in business participation.

Bidders may contact the Office of Minority and Women's Business Enterprise (OMWBE) at: <http://omwbe.wa.gov/> to obtain information on certified firms. Bidders may also utilize Washington Small Businesses registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search>.

Washington State Parks reserves the right to accept or reject any or all proposals and to waive informalities.

STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
CONTRACTS AND GRANTS

For assistance with the Bonfire Vendor Registration Process, please visit the following link: [Vendor Registration Support](#)

For guidance on the Bonfire Bid Submission Process, refer to this link: [Bid Submission Support](#)

Additional Bonfire Vendor Support resources, including support articles and instructional videos, are available at: [Bonfire Vendor Support](#)

If vendors experience any technical issues, they can contact Bonfire Support via email at Support@GoBonfire.com.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

"ADVERTISEMENT FOR BID" LETTER

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DIVISION 32 – EXTERIOR IMPROVEMENTS

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DIVISION 35 – EXTERIOR IMPROVEMENTS

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END OF SECTION

PEARRYGIN LAKE STATE PARK CREEK CHANNEL STABILIZATION

INVITATION TO BID

1.1 DESCRIPTION OF WORK

- A. The project proposes stabilization of the existing channel of Pearrygin Creek with a large woody material live crib structure and excavation of a channel and bench. Excavated material will be used as backfill for the live crib structure and for construction of a planted stockpile area. Areas within the grading limits and staging/access areas will be planted with riparian and shrub-steppe plantings. Irrigation will be provided for the new plantings.
- B. Work will include the following:
1. Construction of staging areas and implementation of temporary erosion and sediment control best management practices
 2. Excavation, construction, and backfill of new live crib
 3. Excavation of new channel and bench and placement of streambed cobble in channel
 4. Placement of excavated material to construct planted stockpile area
 5. Installation of riparian and shrub-steppe planting and hydroseed within grading limits and staging/access areas
 6. Installation of irrigation system

1.2 LOCATION OF PROJECT

- A. The project is located at Pearrygin Lake State Park, 625 Bear Creek Rd, Winthrop, WA 98862.

1.3 TECHNICAL QUESTIONS

- A. Direct project questions to:

Dustin Sullivan, P.E., 270 9th Street NE, Ste. 200, East Wenatchee, WA, 98802, Phone: (509) 665-4340, e-mail: dustin.sullivan@parks.wa.gov

1.4 PRE-BID PROJECT SITE TOUR

DATE:	Monday, July 28 th , 2025
TIME:	11:00 AM.
LOCATION:	Meet at Pearrygin Lake Contact Station, 625 Bear Creek Rd, Winthrop, WA 98862 (48°29'33.0"N 120°09'09.7"W)

1.5 BID OPENING

- A. Bidders must be registered as vendors through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>, which is free to sign up for, before submitting their bids electronically through the State Parks Public Opportunities section of the same

PEARRYGIN LAKE STATE PARK CREEK CHANNEL STABILIZATION

portal. All bids must be submitted using the Bid Proposal Form, provided as part of the electronic bid documents. Submissions must fully comply with the requirements outlined in Sections 3.1 and 4.1 of the Instructions to Bidders. Bids are due at 1:00 p.m., **Wednesday, August 27, 2025**. Late submissions will not be accepted.

- B. The Agency does not guarantee a specific timeframe for the public release of bid results; however, they are typically available within three business days of the bid opening, often on the same day. Bid results can be accessed through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal> and public notices. Additionally, they may be available on the Washington State Parks website at www.parks.wa.gov/contracts under "Construction Projects – Public Works Bid Results." Bid results may also be shared through Plan Centers, but Bidders should note that the State Parks Public Opportunities - MRSC Rosters Bonfire Procurement Portal serves as the official release point for the Bid Tabulation or Bid Record for this solicitation.
- C. The Agency reserves the right to accept or reject all bids and to waive informalities. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Agency.

1.6 COVID 19

- A. COVID-19 Refer to the Department of Labor & Industries website for requirements regarding any safety plans needed. [Novel Coronavirus Outbreak \(COVID-19\) Resources \(wa.gov\)](http://www.wa.gov)

1.7 FOR INFORMATION ON:

- A. Bidder Responsibility: Bidder responsibility will be evaluated for this project. In determining bidder responsibility, the Agency will consider an overall assessment of the criteria outlined in Division 00 – Instructions to Bidders.

For any questions regarding this topic, please contact the Project Representative or submit a vendor discussion through the State Parks Public Opportunities - MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. To ensure consideration, all inquiries must be received at least seven (7) working days before the bid opening date.

- B. Reciprocal Preference: See Instructions to Bidders 11.1 Reciprocal Preference for Resident Contractors.
- C. Apprenticeship Requirements: For projects estimated at or over \$1,000,000, Apprenticeship Participation, Mandatory 15 percent apprentice labor, see Instructions to Bidders 5.1B Apprenticeship Participation.
- D. Subcontractor Listings: When the base bid combined with any alternates totals \$1,000,000 or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project, see Instructions to Bidders 5.1A Subcontractor Listing.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

- E. MWBE goals: See Instructions To Bidders 12.1 Minority And Women's Business Enterprise (MWBE) Utilization. For Veteran-Owned and Small Business utilization, see Instruction to Bidders 12.2.
- F. Modification of Bid: See Instructions to Bidders 6.3 Modification of Bid.
- G. Withdrawal of Bid: See Instructions to Bidders 6.4 Withdrawal of Bid.
- H. Bid Guarantee: See Instructions to Bidders 4.1 Bid Bond. No particular bid bond form is required.
- I. Bid Tabulation and Bid Record: See Instructions to Bidders 7.1B for Bid Tabulation, Bid Record, and Announcement of Apparent Low Bid.
- J. Records Request: All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced. See Instructions to Bidders 7.1D Records Request.

1.8 ACCESSIBILITY

- A. Sites may not be fully accessible to people with disabilities. Please contact the Project Representative at least five (5) days prior to scheduled pre-bid tour if special accommodation is required for your attendance.

END OF SECTION

WASHINGTON STATE PARK AND RECREATION COMMISSION PUBLIC WORKS PROJECT

1.1 BIDDER DEFINED

- A. A "*Bidder*" is an entity or person who submits a bid proposal for the work described in the contract documents.
- B. The Bidder must be registered with the Washington State Department of Labor and Industries in accordance with RCW 18.27.020. The contractor registration number, expiration date, Uniform Business Identifier (UBI) number, and federal tax identification number must be entered in the applicable spaces on the Bidder Compliance Form within the Bid Proposal Form.

2.1 EXAMINATION OF THE WORK SITE AND BIDDING DOCUMENTS

- A. Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work.

The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Agency, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

- B. No statement by any officer, agent, or employee of the Agency pertaining to the physical conditions of the site of the work will be binding on the Agency other than those statements issued in the contract documents.
- C. Bidders shall promptly notify the Agency of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- D. Interpretations and Clarifications
 - 1) Prospective Bidders seeking clarification or interpretation of the solicitation, drawings, or specifications must submit a written request to the Project Representative listed in the Invitation to Bid or through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal> by submitting a vendor discussion. Requests must be received at least seven (7) working days prior to the bid deadline to be considered.
 - 2) Any Agency responses that do not modify the Scope of Work outlined in the contract documents may be posted on the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal prior to the bid submission deadline. Such clarifications will not be considered part of the contract documents and do not need to be acknowledged by Bidders in their Bid Proposal Form. The Agency retains sole discretion to determine whether a clarification or interpretation affects the Scope of Work and requires inclusion in the Contract Documents.

WASHINGTON STATE PARK AND RECREATION COMMISSION PUBLIC WORKS PROJECT

- 3) Changes to the Scope of Work or schedule described in the contract documents will only be issued as written ADDENDA.
- 4) Oral interpretations or clarifications are not legally binding.

E. Substitutions

- 1) The product, equipment, materials, or methods described or noted within the Bidding Documents, whether currently available or not, are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- 2) No substitution will be considered unless a written request for approval is submitted by the Contractor, after Award, in accordance with the applicable provisions of Section 012500 of the specifications. If no Section 012500 is available, then see section 016000 Product Requirements, sub-section 1.5. Each such request shall describe the proposed substitution in its entirety including name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitute. The Bidder shall bear the burden of proof of merit of the proposed substitution. The Project Representative's decision of approval or disapproval of a proposed substitution shall be final.

3.1 BID PROPOSAL

- A. Bidders must be registered as vendors through the **MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal>. All bid submissions must be made through the State Parks Public Opportunities section on the same portal. The individual who signs and submits the bid through the Bonfire Portal must be an authorized designee responsible for the bid submission.
- B. All bidders for Small Works Projects must be currently registered on the MRSC Small Works Roster (vendor list) found <http://mrscrosters.org/>.
- C. Bidders are required to submit bid prices electronically through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal**. Submissions must be completed using the Bid Proposal Form, provided as part of the electronic bid proposal documents. The Bid Proposal Form is a spreadsheet consisting of four tabs:
 1. Bidder Compliance Form
 2. Bid Form
 3. MWBE
 4. Subcontractor Utilization (if applicable)

All fields in the Bid Proposal Form tabs must be properly and completely filled out to ensure compliance. Failure to fill in all required fields may result in the bid being deemed non-responsive.

WASHINGTON STATE PARK AND RECREATION COMMISSION PUBLIC WORKS PROJECT

The Bidder Compliance Form must include the Bidder's full and complete address and information, typed in the spaces provided. The Bid Form must be electronically signed in the firm's name, and a typewritten name is acceptable as an electronic signature, provided it complies with electronic submission requirements.

Once the Bid Proposal Form is completed, it must be uploaded in its original form to the appropriate section of the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. Bidders are reminded to thoroughly review their submission before uploading to ensure compliance with all instructions and requirements. Incomplete submissions will be deemed non-responsive.

- D. Except as otherwise provided in these instructions, bid proposals that are incomplete, or that are conditioned in any way, or that contain alterations, or items not called for in the contract documents, or that do not conform to the call for bids, may be rejected as non-responsive at the discretion of the Agency unless the law requires that the omission be deemed non-responsive, in which case the bid will be rejected as non-responsive. Only the amounts and information asked for on the Bid Proposal Form and the plans and specifications furnished will be considered as the bid. Bid amounts include all taxes imposed by law, **except** for Washington Sales Tax unless noted otherwise.
- E. Each Bidder must submit their bid exactly as specified and as provided in the Bid Proposal Form. Bidders are required to include bids for all alternates if alternates are indicated on the Bid Form. For alternates that have no charge, the Bidder must type "\$0.00" in the column for the unit price on the Bid Form.
- F. Bidders shall acknowledge receipt of any ADDENDA to the solicitation for bids on the Bid form. Failure to do so may result in the bid being declared non-responsive.
- G. Substitute bid forms will not be considered unless this solicitation authorizes their submission.
- H. The bid prices listed in the Bid Form must include all labor, materials, equipment, overhead, and compensation necessary to complete the work for each item, while the costs for the building permit and public utility hookup fees will either be reimbursed directly to the Contractor or paid by the Agency to the permitting agency and therefore should not be included in the bid amount.
- I. The low Bidder, for purposes of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Agency, and within funds available for the project. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid deadline.

4.1 BID GUARANTEE: BID BOND

- A. A bid bond is not required when the total bid amount, including the base bid and all additive alternates, is \$35,000 or less. In such cases, instead of providing a bid bond, Bidders must complete and upload the **Bid Bond Requirement Statement** as part of their bid submission. This ensures compliance with the bidding requirements for projects below the \$35,000 threshold.
- B. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

**WASHINGTON STATE PARK AND RECREATION COMMISSION
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- C. Acceptable forms of bid guarantee are: A bid bond. A scanned copy (e.g., PDF) of the bid bond must be uploaded to the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) along with your bid response to the Agency. See also, Section 6.1 SUBMISSION OF BID.
- D. The Bidder will allow 60 days from bid deadline for acceptance of its bid by the Agency.
- E. Should the successful Bidder fail to enter into a contract and furnish a satisfactory performance bond within 15 days after receiving properly prepared contract forms from the Agency, the bid bond may be forfeited as liquidated damages for advertisements and administration of bid procedures. Additionally, the Agency reserves the right to terminate the contract award.
- F. Bid bonds must be held for the three low bids for 30 days or until a contract is executed with the successful Bidder. All other bid bonds will be released or returned to the Bidders within 15 days of the bid deadline.

5.1 REQUIREMENTS FOR PROJECTS ESTIMATED AT \$1,000,000 OR MORE

A. SUBCONTRACTOR LISTING

Pursuant to [RCW 39.30.060](#), if the base bid combined with the sum of the alternates exceeds one million dollars (\$1,000,000.00) or more for the construction, alteration, or repair of any public building or public work of the state shall require each Bidder to submit as part of the bid the names of subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, and electrical, structural steel installation, rebar installation or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Subcontractor listing is not required for Small Works Projects under \$350,000.

Failure of the Bidder to submit as part of the bid, the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work, or failure to sign the form shall render the bid as non-responsive and therefore void.

B. APPRENTICESHIP PARTICIPATION

In projects estimated to cost one million dollars (\$1,000,000.00) or more, be aware that the following requirements will be part of the resulting contract.

Apprenticeship requirements do not apply to Small Works Projects estimated below \$350,000.

In accordance with [RCW 39.04.320](#) (Apprenticeship Training Programs), for all public works estimated by the Agency Project Engineer to cost **one million dollars or more**, the state of Washington requires no less than **15% of the labor hours be performed by apprentices**. A contractor or subcontractor may not be required to exceed the 15% requirement. The bid advertisement and Bid Proposal Form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. The project's apprenticeship utilization rate is calculated using the approved affidavits from the L&I portal.

**WASHINGTON STATE PARK AND RECREATION COMMISSION
PUBLIC WORKS PROJECT**

1. **Incentives** - The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements section of the Bid Proposal Form.
 2. **Penalties** - The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section of the contract Bid Proposal Form. Contractor will receive an invoice payable to the Agency within 30 days. The contractor will have 30 days to pay the penalty invoice at the time of receipt before the penalty is considered outstanding. Contractors with outstanding apprenticeship penalties may be considered non-responsive.
 3. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described on the Bid Proposal Form.
 4. **Utilization Plan** - The Contractor shall provide an Apprentice Utilization Plan (Plan) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the Apprentice Utilization Plan template within 10 business days of Notice to Proceed of the contract and prior to submitting the first invoice. The Contractor shall provide an updated Plan during the course of construction when there are significant changes to the Plan which may affect their ability to meet the requirement.
 - a) The Plan shall be uploaded to the Department of Labor & Industries' (L&I): ***Prevailing Wage Intents and Affidavit (PWIA) system on L&I's website.***
 - b) The Plan is not submitted for approval.
 - c) It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.
 - d) If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit "Good Faith Effort" (GFE) documentation with their Plan to L&I's PWIA system.
- C. APPRENTICESHIP - GOOD FAITH EFFORT (GFE)
1. **Good Faith Effort (GFE)** documentation shall describe in detail why the Contractor is not or was not able to attain the Apprentice Utilization Requirement.
 - a) Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
 - b) All GFE documentation must be submitted no later than 30 days before substantial completion.
 - c) Only the awarding Agency can approve GFEs. The Department of Labor & Industries (L&I) may provide assistance but does not have approval authority
 - d) The Awarding Agency must document its GFE decision in writing, including any monetary penalty if denied.

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- e) Good Faith Effort (GFE) documentation must be in signed letter format uploaded to the PWIA system and include:
 - 1. The contract number, title and the apprentice utilization requirements,
 - 2. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours,
 - 3. Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether or not Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith,
 - 4. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours,
 - 5. Information from one or more of the following areas:
 - (a) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s),
 - (b) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization,
 - (c) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices,
 - 6. Backup documentation to the letter consisting of the following:
 - (a) Letters, emails, phone logs including names dates and outcomes, posters, photos, payrolls, timecards, schedules, copies or references to other contract specifications or documents.

Additional Resource Information

- (a) For questions regarding how to complete the Apprentice Utilization Plan template or Good Faith Effort documentation, please contact the Project Manager listed in the Bid Advertisement.
- (b) Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
- (c) Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

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6.1 SUBMISSION OF BID

- A. Bids must be submitted on or before the time as specified in the Invitation to Bid.
- B. Bid responses will only be accepted electronically through the State Parks Public Opportunities section using the MRSC Rosters Bonfire Procurement Portal as specified in the Invitation to Bid. <https://mrscrosters.bonfirehub.com/portal>.
- C. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, braille, etc.) need to contact the Agency ten (10) working days prior to the scheduled bid deadline.
- D. In the event the MRSC Rosters Bonfire Procurement Portal is unavailable to all users at the bid submittal deadline, the Agency will contact the Bidders within 24 hours and the Agency will extend the bid submittal time.
- E. Neither Agency nor MRSC Rosters Bonfire Procurement Portal can guarantee the availability of Internet connectivity or related telecommunication and hosting services and will not be liable or responsible if the Bidder and its representative(s) or designee(s) cannot connect to the MRSC Rosters Bonfire Procurement Portal.
- F. The Bidder must comply with the MRSC Rosters Bonfire Portal's Terms of Service (<https://gobonfire.com/termservice/>) when submitting the Bid through the MRSC Rosters Bonfire Procurement Portal.

6.2 BID CLOCK:

- A. After the 1 P.M. bid deadline, which serves as the official bid clock to determine timely submission, Agency staff will review the bids. The MRSC Rosters Bonfire Procurement Portal does not permit submissions after the deadline, so bidders must ensure their bids are submitted on time. Late submissions will not be accepted under any circumstances.
- B. CAUTION: To avoid issues, submit your bid response electronically well in advance of the deadline to account for potential technological delays, slow-downs, or malfunctions. Bids received after the deadline, regardless of the reason or responsibility, will be rejected.

6.3 MODIFICATION OF BID

- A. Bidders may update their bid electronically via the MRSC Rosters Bonfire Procurement Portal before the bid due date.

Modifying: Modifying refers to altering information already contained in a submitted bid. If your submission has been finalized but needs modifications, you may update it electronically before the bid due date by navigating to the Submissions page and un-submitting your submission.

NOTE: Un-submitting removes your original bid, so ensure you resubmit before the deadline. Only upload updated files; unchanged files remain in place. A new confirmation email will be sent upon resubmission.

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6.4 WITHDRAWAL OF BID

- A. Withdrawal refers to a bid that has already been submitted to the Agency. A bid response may be withdrawn electronically by the Bidder's authorized representative before the Bid Deadline (due date) for the bid. The FAILURE TO WITHDRAW a bid prior to the bid due date deadline exposes the Bidder to the possibility that the Agency will make a demand against the Bidders bid bond.
- B. Procedure for Withdrawing a Bid After Bid Deadline Due to Error: If a Bidder discovers an error in its bid following the bid deadline, the Bidder must submit written notification of the withdrawal to contracts@parks.wa.gov within 24 hours following the bid deadline. Follow the example subject line. Example email subject line: SW-C9999 Withdraw Bid ACME Construction Inc.
- The Bidder must provide written documentation of the claimed error to the satisfaction of the Agency within 72 hours following the bid deadline.
 - The Agency will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Agency without penalty. If it is disapproved, the Agency may retain the Bidder's bid bond.

6.5 REJECTION OF BID

- A. The Agency reserves the right to reject any or all bids and to waive informalities in connection with the bids.

7.1 BID EVALUATION AND AWARD OF CONTRACT

- A. Award of contract will be made by the Agency based upon any combination of the base bid and alternates that, in the Agency's sole discretion, is in the Agency's best interest considering price, schedule, and other factors. The numbering of the alternates in the bid proposal bears no relationship to the order in which the alternates may be selected by the Agency. Additionally, the Agency reserves the right to negotiate base bid prices (including changes to the contract plans and specifications) with the low responsive, responsible Bidder to bring the final contract amount within the funds available per RCW 39.04.015.
- B. BID TABULATION, BID RECORD AND ANNOUNCEMENT OF APPARENT LOW BID:

The Agency does not guarantee when the Bid results will be released to the public. The bid results are usually released within three business days of the bid deadline and often the same day. Bid results can be obtained from MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) and viewing public notices. Bid Results may also be obtained by accessing the Washington State Parks webpage at www.parks.wa.gov/contracts (see "Construction Projects- Public works bid results"). The Bid results may also be released through the Plan Centers. But, Bidders are cautioned that the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal is the official release point for the Bid Tabulation or Bid Record for this solicitation.

The bid tabulation will identify all bids received by the Agency. Bids that were not rejected and not withdrawn prior to the bid deadline will be ranked by base bid price. The first three lowest base bids will reflect detailed pricing information. The remaining Bidders will reflect only the base bid pricing. Bids that were rejected for any reason will reflect **Non-Responsive** in the bid tabulation but may include its total pricing.

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The bid record will list all bids received, ordered alphabetically. Rejected bids will not show detailed pricing. The bid record is used for projects with Alternates. The Agency may consider Alternate Bid Items in any combination. The low Bidder for award purposes is the responsive Bidder offering the lowest aggregate amount for the base bid plus selected alternates, within available project funds.

Release of the Bid Tabulation or Announcement of the Apparent Low bid information that a Firm was identified as the apparent low base bid simply means that at this point in time the Agency believes the subject bid was the lowest cost responsive bid, but designation as the apparent low responsive bid is not a guarantee of a contract with the Agency. The Agency reserves the right to reevaluate the bid and determine whether the bid was responsive and responsible and successful as first thought. The Bidder identified as the apparent low responsive bid is cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract. The Bidder identified as the apparent low responsive bid that commits funds, resources, and effort prior to a contract do so at its own risk and peril.

Within two (2) business days following the day of the release of the Bid Tabulation/Bid Record or the Announcement of the Apparent Low bid, the Bidder may file a Protest (Protest procedures are outlined in Section 9.1).

- C. **REJECTION LETTER & PROTEST:** No matter the phase of the evaluation, if the Agency determines that the bid is not responsive or the Bidder is not responsible, the Agency will reject the bid/bidder, and send the bidder a Rejection Letter explaining why the bid/bidder was rejected. Within two (2) business days following the day of the release of the Rejection Letter, the Bidder may file a Protest, provided it meets one of the three (3) protest grounds (Protest procedures are outlined in Section 9.1 E.). The Rejection Letter will be sent by email/email attachment to the email address provided by the Bidder in the Bidder's bid response.
- D. **RECORDS REQUEST:** All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced.

After the announcement of the lowest bidder, any member of the public may request access to the bid documents. No official format is required for making a records request; however, the Agency recommends that requests be made through the Public Records Request Center on our website: <https://parks.wa.gov/about/contact-us/public-records-requests>.

- E. The intent of the Agency is to award a contract to the low responsive, responsible bidder.

8.1 RESPONSIVE AND RESPONSIBLE BIDDER

- A. The Agency will evaluate bids responsiveness and responsibility in the MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>.
- B. **RESPONSIVE** - A bid will be considered responsive if its electronic response meets the following requirements:
 - 1. It is received at the proper submittal time, date and location online through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 2. It meets the required requested information of the Bid Proposal Form through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 3. It meets the requirements as stated in section 3.1. of the Instructions To Bidders.

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4. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid deadline and is not banned from bidding by the Department of Labor and Industries.
5. It is accompanied by a bid guarantee, if required.

If inconsistencies or errors are noted in the bid proposal prices, the **unit and lump sum prices have precedence over their total amounts**; and the **total amounts have precedence over the total base bid**.

The apparent low Bidder, for purpose of award, is the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

C. RESPONSIBLE – Before award of a public works contract, a Bidder must meet the following **mandatory responsibility criteria** under [RCW 39.04.350](#) (1) & (2) to be considered a responsible Bidder and qualified to be awarded a public works project. The individual who has signed/submitted the Bid through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal shall be the authorized designee responsible for bid submissions. The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with [RCW 18.27](#), a plumbing contractor license in compliance with [RCW 18.106](#), an elevator contractor license in compliance with [RCW 70.87](#), or an electrical contractor license in compliance with [RCW 19.28](#) as required under the provisions of those chapters;
2. Have a current state Unified Business Identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in [RCW 51](#); an employment security department number as required in [RCW 50](#); and a state excise tax registration number as required in [RCW 82](#);
4. Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
6. Public Works and Prevailing Wage Training/Exemption. Bidders shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12 RCW](#). The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

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<https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-training>

7. Within the three-year period immediately preceding the bid solicitation, not have been determined by a final a binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW. By signing the Bid Proposal Form, the bidder verifies under penalty of perjury, pursuant to RCW 9A.72.085. that the bidder is in compliance with this subsection
8. **Supplemental Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Agency may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet (RCW 39.04.350 (3)).
 - a. If applicable, the Agency shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility "DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA".
 - b. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request that the Agency modify the supplemental responsibility criteria. The Agency will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Agency will issue an ADDENDA to the bidding documents identifying the new criteria. The Addendum will be posted as a public notice in the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - c. Upon the Agency's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by the Agency. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive and the bid/Bidder may be rejected by Rejection Letter. The rejection is specific to this project and will have no effect on other or future projects.
 - d. The Agency will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the rejection letter.

9.1 PROTEST PROCEDURES

A. GENERAL:

This protest process is a courtesy provided by the Agency and it is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow the Agency to correct evaluation process errors and problems before a contract is executed.

Only a Bidder may file a protest regarding this solicitation.

The Bidder must strictly adhere to the protest process as set forth herein, the failure of which may result in a summary determination that the protest is without merit without an opportunity to cure.

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B. FORM AND CONTENT:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

C. CONTENT LIMITATIONS:

The Agency does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

The Agency will reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references (document dumping, document overload); or,
- appear to require the reader piece together voluminous amounts of material to decipher the argument being made.

D. SUBMISSION OF PROTEST:

- All protests must be submitted within two (2) business days following the day of the release of the Bid Tabulation/Announcement of the Apparent Low bid or after the formal Rejection Letter is sent. For purposes of timing the day of the release of the Bid Tabulation or the day of the Rejection Letter is sent to the Bidder shall not count.
- Bidders must send all protests to: contracts@parks.wa.gov. See also Subject Line.
- SUBJECT LINE: Must include the bid's identification number, and "PROTEST" in the subject line. Failure by the Bidder to include this information in the subject line may result in Bidder's protest not being timely recognized.

E. GROUNDS WHICH MAY BE PROTESTED:

- Conflict of Interest on the part of Agency staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUNDS above and/or seems to address issues such as:

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- An evaluator's professional judgment on the quality of a response, or
- The Agency's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed prior to the bids due date deadline.

Protests that do not clearly and convincingly meet the requirements and standards described herein are without merit and may be rejected.

F. MANAGER ASSIGNMENT AND REVIEW:

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by the Agency. The Agency will assign a Manager. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the solicitation. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

In the event a protest may affect the interest of another Bidder that submitted a response, the Agency may reach out to that Bidder, may provide an unedited copy of the protest to that Bidder, and may invite that Bidder to submit its views and any relevant information on the protest to the Manager.

G. PROTEST DETERMINATION AND FINDINGS AND DISSEMINATION:

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; OR
- Find merit in the protest and provide THE AGENCY options which may include:
 - Correcting the errors and re-evaluating all responses;
 - Canceling the solicitation and possibly for a new solicitation to take place; OR
 - Making other findings and determining other courses of action as appropriate.

If the Agency rejects the protest, the Agency will enter into a contract with the Apparent Successful Bidder no sooner than two (2) business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

Dissemination: The Agency will disseminate the decision to all interested Bidders via email/email attachment to the email address provided by the Bidder in the Bidder's bid response.

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H. AGENCY DECISION IS FINAL:

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within two (2) business days of the issuance of the protest determination.

I. STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

J. REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

K. COMPUTATION OF TIME

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run is not included. The last day of the period is included. The term "business day" does not include Sunday, Saturday, or Washington State recognized holiday.

L. ACKNOWLEDGEMENT

By submitting a bid in response to this solicitation, the Bidder acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.

10.1 EXECUTION OF CONTRACT

- A. The successful bidder will be required to execute the contract and furnish performance bond and insurance certificate satisfactory to the Agency within 15 days after receiving properly prepared contract documents from the Agency.

11.1 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.

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- b) at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed, and for an individual, the individual's state of residence.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

- B. A Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state. For the purpose of determining the successful bidder, multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" is be the total of the base bid and all accepted alternate bid items. The CPD is added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total is compared to the Washington contractor bid amounts. The bidder with the lowest total is the successful bidder. See example below.

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	\$ 5,000
Nonresident Disadvantage Total	\$105,000*

* Note – If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

12.1 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) UTILIZATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

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A. VOLUNTARY MWBE GOALS

1. The following voluntary numerical MWBE participation goals have been established for this solicitation:

MBE 10% WBE 6%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may contact OMWBE at <http://omwbe.wa.gov/> to obtain information on certified firms.

B. REPORTING REQUIREMENTS

1. If any part of the contract, (including the supply of materials and equipment) is subcontracted using certified MWBE firms during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents the Bidder shall submit a statement of participation indicating that MWBEs were used and the dollar value of their subcontracts.
2. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

C. RECORD KEEPING

1. The Bidder shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the Bidder makes to increase the participation of MWBEs. The Bidder shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Bidder by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Bidder shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents

D. SUGGESTED EFFORTS TO INCREASE PARTICIPATION BY MWBEs

1. Bidders are encouraged to advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisement (e.g., newspapers, journals, etc.) or by soliciting bids directly from MWBEs.
2. Additional Voluntary Efforts. Bidders are encouraged to:
 - (a) Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
 - (b) Provide interested MWBEs with adequate and timely information about plans, specifications, and requirements of the Contract.

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- (c) Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
 - (d) Reduce bonding requirements where practicable.
 - (e) Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices, and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
3. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

E. NON-DISCRIMINATION

1. Bidders shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Bidder shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

F. SANCTIONS

1. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Bidder may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

12.2 VETERAN-OWNED BUSINESS AND SMALL, MINI, AND MICRO BUSINESS UTILIZATION

The State of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60A.010) and located at:

<http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> and Small, Mini and Micro businesses (defined in RCW 39.26.010) which have registered in WEBS at <https://pr-webs-vendor.des.wa.gov/>.

1. The following voluntary numerical WDVA and Small Business participation goals have been established for this solicitation:

WDVA 5% Small Business 5%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may search Washington Small Businesses registered in WEBS at:

<https://pr-webs-vendor.des.wa.gov/> and WA Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search> to obtain information on registered firms.

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12.3 SUBCONTRACTOR PARTICIPATION MONITORING AND REPORTING

- A. Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at:
- <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.
- B. Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

END OF INSTRUCTIONS TO BIDDERS

/ / / / /

**Pearrygin Lake State Park
Creek Channel Stabilization
EW-C6404**

<https://mrscrosters.bonfirehub.com/portal>

**The Bidder will submit the Bid to State Parks Public Opportunities
MRSC Bonfire Procurement Portal**



Bidder Compliance Form |

Contractor Information

Person Signing Bid	_____	Firm Name	_____
Title Person Signing	_____	Physical Address	_____
Contractor Registration #	_____	City, State, ZIP	_____
Taxpayer Identification #	_____	Phone #	_____
Washington UBI #	_____	Cellular Phone #	_____
WA ESD #	_____	Email Address	_____

The Bidder Compliance Form verifies compliance with State of Washington Public Works Bid Laws and associated Project Documents. It highlights key project components and ensures acknowledgment. Failure to acknowledge this form within the Bid Form, as directed, will render the bid non-responsive. Acknowledging the form does not alter the bidder's obligation to comply with all contract documents if awarded the project.

Bidder's Declaration

The Bidder declares that they have carefully examined the site of the proposed work, the Drawings, Specifications and all of the conditions affecting the work. Therefore, the Bidder proposes to provide all labor, equipment, materials, and permits and to perform all work as required by, and in strict accordance with the Contract Documents as shown on the bid proposal form.

Bid Acceptance and Agency Discretion

The Agency reserves the right to accept or reject all bids and to waive informalities. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Agency.

Registration and Required Licenses

The Bidder is a registered contractor in compliance with Chapter 18.27 RCW. If applicable, as the prime contractor, the Bidder self-performing plumbing work holds the required licensure under Chapter 18.106 RCW. Similarly, if self-performing elevator work, the Bidder holds the necessary license in accordance with Chapter 70.87 RCW. Additionally, if the Bidder is self-performing electrical work, they are properly licensed under Chapter 19.28 RCW.

Time for Completion

Bidder agrees to complete project (including accepted alternates) in accordance with drawings and specifications within **60** calendar days from the date provided on the Notice to Proceed letter

Liquidated Damages

It is agreed that liquidated damages, in the amount of **\$500.00**, shall be levied for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension of the contract.

**Pearrygin Lake State Park
Creek Channel Stabilization
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**The Bidder will submit the Bid to State Parks Public Opportunities
MRSC Bonfire Procurement Portal**



Bid Form

Unit prices and estimated quantities shall be used to determine the Base Bid

These prices shall also be used to adjust the Contract in the event there is an increase or decrease in the estimated quantities. All costs shall be "in place" costs and complete, **excluding State Sales Tax**. In the event of an irregularity, the unit price prevails. The Agency reserves the right to make mathematical corrections of multiplication or addition errors on the bid form.

Trench Excavation Safety Provisions

If the contract contains any work which requires trenching exceeding a depth of four (4) feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure that the bidder agrees to comply with all relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered part of the total base bid. **Include a lump sum dollar amount (even if the value is \$0.00) to be considered responsive to the bid solicitation.**

Wage Certification

The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: within the three-year period immediately preceding the bid solicitation date, the bidder has not been a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Base Bid Items (Be sure to include unit prices)

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
1	Trench Excavation Safety Provisions	1	LS.		\$0.00
2	Mobilization	1	LS.		\$0.00
3	Surveying	1	LS.		\$0.00
4	Site Preparation, Temporary Facilities, Clearing and Removal	1	LS.		\$0.00
5	Earthwork	1	LS.		\$0.00
6	Live Crib Installation	1	LS.		\$0.00
7	Planting and Irrigation	1	LS.		\$0.00
Total Base Bid					\$0.00

Receipt of Addenda

List all addenda received, separated by commas (e.g., "1, 2, 3, 4"). Do not list only the final number (e.g., "4"). If no addenda, type "N/A." Failure to follow this may render your bid non-responsive.

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
----------	-------------	---------	-----------	------------	--------------

Bid Acknowledgment and Compliance Certification

By signing and returning this form, you acknowledge compliance with the bid requirements. Failure to sign and submit this form will result in the bid being considered non-responsive.

/s/ Signature of Authorized Official

Typing your name can count as a signature.

Date

Pearrygin Lake State Park
Creek Channel Stabilization
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<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities - MRSC Bonfire Procurement Portal



MWBE, WA Small Business, Veteran-Owned Business Utilization Certification

The bidder certifies good faith efforts to provide opportunities to MWBEs, Small Businesses, and Veteran-Owned Businesses. If awarded, the bidder commits to utilizing these firms or approved substitutes on the project. If no such firms will be used, enter "N.A." on the first line.

	Firm Name, Address	Federal I.D. #	Type of Work	Certificate Number	MBE%	WBE%	Small Business%	Veteran Business%
1								
2								
3								
4								
Totals					0.00%	0.00%	0.00%	0.00%

The bidder may add rows for additional MWBE/WA Small and Veteran-Owned Business Utilization Certifications.



Subcontractor Utilization List

Subcontractor Utilization List (If Applicable)

In compliance with the contract documents, the following subcontractor list is submitted:

SUBCONTRACTOR LISTING - RCW 39.30.060

If the base bid and the sum of the additive alternates is **ONE MILLION DOLLARS OR MORE**, the Bidder shall provide names of the subcontractors with whom the Bidder will directly subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

- A. Submission Deadline: **The completed and signed Subcontractors List must be submitted with bid.**
- B. List Subcontractors: The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation, and air conditioning, plumbing as described in Chapter 18.106 RCW, electrical as described in Chapter 19.28 RCW, structural steel installation, and rebar installation.
- C. List Bidder if Bidder Performing Work: If the Bidder will self-perform the work in any of the five areas required, the Bidder shall name itself for the work on the Subcontractors List.
- D. Name Only One Firm for Each Category of Work: The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternatives or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- E. Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- F. Factors Relating to Non-Responsiveness: **Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more firms (subcontractors or Bidder) to perform the same work, or failure to sign the form shall render the Bidder's bid non-responsive and, therefore, VOID.**
- G. The Subcontractor Utilization List is intended to discourage bid shopping, not to verify subcontractor qualifications. The Agency does not use the Subcontractor Utilization List as a tool to disqualify or qualify bidders.
- H. Applicable to Direct Subcontractors: The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the Bidder.
 - 1 **HVAC, Electrical, Plumbing:** The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation, and air conditioning, plumbing and electrical subcontractors who will contract directly with the

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor
HVAC (Heating, Ventilation & Air Conditioning)	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Electrical	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Plumbing	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

- 2 Structural Steel Installation and Rebar Installation: The requirement of this section to name the bidder's proposed names of the subcontractors with whom the bidder, if awarded, will subcontract for performance of the work of structural steel installation and rebar installation.

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor
Structural Steel Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Rebar Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

/s/ Signature of Authorized Official
 Typing your name can count as a signature.

Pearrygin Lake State Park
Creek Channel Stabilization
EW-C6404

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid Bond (if Applicable) to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Bid Bond Requirements

Bid Guarantee: See Instructions to Bidders 11.1 Bid Bond. No particular bid bond form is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

Bid Bond Threshold

- 1 A bid bond is not required if the total bid amount, including all additive alternates, is \$35,000 or less.
- 2 For bids exceeding \$35,000, a bid bond of 5% of the total bid amount is mandatory.

Acceptable Forms

- 1 Acceptable forms of bid guarantee: A bid bond, and must be submitted as part of the bid response.
- 2 Scanned copies of the bid bond (e.g., PDF) are acceptable and should be included with the electronic bid submission

Submission Process

- 1 Include the bid bond in a single PDF file.
- 2 At the time of bid, the bidder must upload an electronic copy of the acceptable bid guarantee to the State Parks Opportunities via MRSC Portal Bonfire <https://mrscrosters.bonfirehub.com/portal>

Retention and Forfeiture

- 1 Bid bonds for the three lowest bidders will be retained for 30 days or until a contract is executed with the successful bidder.
- 2 All other bid bonds will be released within 15 days of the bid opening.
- 3 If the successful bidder fails to execute the contract or provide a performance bond within 15 days of receiving the contract forms, the bid bond may be forfeited as liquidated damages.

Bid Validity Period

- 1 Bidders must allow for a 60-day acceptance period from the bid opening date.

Important Reminder

- 1 Review all bid documents thoroughly to ensure compliance with submission requirements, including proper completion and inclusion of the bid bond when applicable.

For further details or clarification, refer to Section 11.1 of the "Instructions to Bidders" in the project manual. If you have questions, contact contracts@parks.wa.gov

☐

Check the box to the left if the total bid, including all additive alternates, is \$35,000 or less, and include this statement with your bid response. No bid bond is required for bids at or below this amount. For bids exceeding \$35,000, a bid bond must be submitted instead. Failure to provide a required bid bond will render the bid non-responsive.

PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA
WITH INCLUSION PLAN AND APPRENTICESHIP REQUIREMENTS**

Low Responsible Bidder

It is the intent of the Agency to award a contract to the lowest responsive and responsible Bidder. In determining the Bidder's responsibility, the Agency shall consider an overall accounting of the items listed below. Potential Bidders may request the Agency modify the Bidder responsibility criteria. The request must be in writing and submitted at least 7 days prior to the bid opening.

The apparent low bidder shall submit the required information within **two (2)** business days of receiving request from the Agency. This request may be made in the form of a telephone call or email message. The required information shall be provided on the referenced forms bound herein. Electronic copies may be made available upon request. Failure to submit such information to the satisfaction of the Agency within the time provided may render the Bidder as not responsible.

1.1 REQUIRED INFORMATION/CRITERIA

- A. For the purposes of the Supplemental Bidder Responsibility evaluation process, the scope of this project generally involves:
- **Large-scale excavation and grading within limited construction access areas located in or adjacent to environmentally sensitive areas including, but not limited to, rivers, wetlands, waterways, tidal waters, other naturally occurring water bodies, riparian zones, and floodplains.**
 - **Creation and execution of Care of Water Plans. Care of Water Plans in this case describe the plan for diverting the river or other surface water around construction areas, fish salvage, and removal in water over 3 feet in depth and then restoring those areas after completion.**
 - **Construction schedule dictated by permit conditions related to sensitive areas.**
 - **Construction of engineered log jams in riparian or riverine areas such as Live Crib Walls. Relevant projects should include the following elements:**
 - **Excavation into riverbeds below the water table elements to construct engineered log jams**
 - **The transportation, storage, and use of large logs with root wads**
 - **Creating connections in large woody structures using threaded rod, rebar, wire rope, chain, staples or equivalent**
 - **Bidder was the general contractor responsible for managing and coordinating all subcontractors, including but not limited to earthwork, care of water, and construction of the large wood structures.**
- B. Experience Of Contractor On Projects Of Similar Size And Complexity: Contractor is required to have successfully completed at least **two (2)** projects of similar type, size and complexity to this project, each with a contract amount of at least **\$250,000**, within the last **five (5)** years.

PEARRYGIN LAKE STATE PARK CREEK CHANNEL STABILIZATION

- C. List of Completed Projects (Use Form 1, Contractor Experience Detail): Provide a list of all the construction contracts **\$250,000** and above your firm has completed within the past **three (3)** years, giving the name of the project; name, address, and phone numbers of Owner and architect representatives; final contract amount; date of completion; and percentage of the cost of the work performed with your firm's own forces. This information will be used for reference reviews.

2.1 EXPERIENCE OF KEY PERSONNEL

- A. Experience of Project Manager (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed Project Manager. This person shall have managed, as lead project manager, a minimum of **two (2)** projects of similar type, size and complexity to this project, and successfully completed those projects within the last **five (5)** years.
- B. Experience of Superintendent (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed project Superintendent. This person shall have performed as the lead Superintendent for a minimum of **two (2)** projects of similar type, size and complexity to this project, and successfully completed those projects within the last **five (5)** years.

3.1 DIVERSE BUSINESS INCLUSION PLAN (USE FORM 3)

- A. Washington state goals are: Minority Business Enterprise (MBE) 10%, Women's Business Enterprise (WBE) 6%, WA Small Business 5% and WA Veterans 5%. The apparent low bidder is required to submit a Diverse Businesses Inclusion Plan for all projects with a Maximum Allowable Construction Cost (MACC) over \$1M.

The Diverse Business Inclusion plan shall include the apparent low bidder's anticipated participation goals, the subcontractors anticipated to be used on this project, a list of diverse businesses near the project, the project's diverse expert, and past performance using diverse businesses.

4.1 APPRENTICESHIP (USE FORMS 1 & 4)

- A. For each public works project with an apprenticeship utilization goal that was completed by the Bidder within three (3) years of the bid submittal date for this project, the Bidder shall submit the following:
- A list of such projects;
 - The owner and contact information for the owner's representative;
 - The apprenticeship utilization percentage goal for the project;
 - The actual utilization percentage by the Bidder; and
 - An explanation of any extenuating circumstances that contributed to the Bidder not meeting the goals.

(Use Form 4 for projects not listed on Form 1)

The Agency may contact previous owners to validate the information provided by the Bidder and shall consider whether the goals were mandatory or voluntary, and the validity of any explanation of extenuating circumstances.

PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION

5.1 REFERENCES FROM OWNERS AND ARCHITECTS FOR PREVIOUS PROJECTS
(AGENCY USES FORM 5, REFERENCE EVALUATION QUESTIONNAIRE)

- A. The Agency may check references by contacting owners and architects of the bidder's previous projects regarding the bidder's performance and that of key staff. A reference score sheet will be utilized and the rating shall be satisfactory or better on a five-category scale with "satisfactory" at mid-scale.

6.1 OVERALL SCORING (FORM 6, RESPONSIBILITY CRITERIA EVALUATION SCORE SHEET)

- A. The Agency will use this form to complete and document the overall evaluation process.

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

**Supplemental Bidder Responsibility
Form 1 - Contractor Experience Detail**

Contractor Information:		
Contractor Legal Name:		Contact Person and their Position/Title:
Project Superintendent:		Project Manager:
Physical Address (Physical and Mailing Addresses are the Same <input type="checkbox"/>) :		Mailing Address:
Telephone:	Cell Phone:	Email Address:

Project Information: Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Project:	Location:
Project Description:	As Prime: <input type="checkbox"/> As Sub: <input type="checkbox"/>
Original Contract Amount: \$ Final Contract Amount: \$	Original Contract Days: Final Contract Days:

Owner Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

Architect/Engineering Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION
Supplemental Bidder Responsibility
Form 2 - Resume of Key Personnel**

Name:	Role in this Contract:	Years Experience	
		Total	With Current Firm
Firm Name and Location (City and State):			
Training/Education/Specialization:			
Years of Experience in the Proposed Role:			

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name	
Brief Description (Brief scope, size, cost, etc.) and specific role:			
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name	
Brief Description (Brief scope, size, cost, etc.) and specific role:			
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name	
Brief Description (Brief scope, size, cost, etc.) and specific role:			
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

PEARRYGIN LAKE STATE PARK CREEK CHANNEL STABILIZATION

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

**Supplemental Bidder Responsibility
Form 5 - Reference Evaluation Questionnaire**

Evaluated Firm :
Project Manager:
Superintendent:
Evaluated Project Name:

- ☐ Prime
☐ Subcontractor

Approx. Start Date	Approx. End Date	Approx. Final Project Cost

PERFORMANCE EVALUATION

Rating Criteria - Rate on a scale of 1 to 5

- **5 = Superior** based on performance (would hire this firm/individual again)
- **4 = More than Satisfactory**
- **3 = Satisfactory** based on performance (would hire this firm/individual again)
- **2 = Less than Satisfactory**
- **1= Totally Unsatisfactory** based on performance (would never hire the firm/individual again)

Criteria		Rating		
		Company	PM	Super
1	Ability to meet client's expectations			
2	Quality of workmanship			
3	Ability to manage project costs and minimize change orders			
4	Ability to maintain project schedule			
5	Ability to manage subcontractors			
6	Professionalism, leadership and communication in issues management (RFI, shop drawing submittal, timely resolution of issues/questions)			
7	Ability to follow the owner's rules, regulations, and requirements (housekeeping, safety, etc.)			
8	Ability to manage closeout process (Prompt submittal of punch list, warranty, as-builts, operation manuals, tax clearances, etc.)			
9	Comfort level in hiring firm or individual again based on performance			
Total Score				
Average Score				

Evaluator Information

Name of Evaluator:	Title:
Firm/Company Name:	
Firm Address:	
Phone:	Email:

Form 6 – Supplemental Responsibility Criteria Evaluation Score Sheet

Project Location _____
Project Name _____
Contract Number _____
Project Representative _____

1. Experience of Contractor - On projects of similar size & complexity (Form 1)	Pass or Fail
--	--------------

2. Experience of Key Personnel (Form 2)	
Superintendent	Pass or Fail
Project Manager	Pass or Fail
Other(s) if specified in Division 00	Pass or Fail

3. Diverse Business Inclusion Plan (Form 3) <i>(Applies only to projects with Diverse Business Plan Inclusion requirements; i.e. MACC over \$1M)</i>	N/A
---	-----

4. Contractor Compliance with Apprenticeship Requirements - Requirements were met or if not, a good faith effort was demonstrated (Forms 1 & 4) <i>Applies only to projects with apprenticeship participation requirements; i.e. MACC over \$1M</i>	N/A
--	-----

5. References from Previous Projects (Form 5) Evaluate contractor's references information and using the rating numbers: 1 = NOT Satisfactory (requires a written comment below) 2 = Less THAN Satisfactory 3 = Satisfactory 4 = More THAN Satisfactory 5 = Superior	Rating Score 1-5 (3 is Satisfactory)
Company	
Project Manager	
Superintendent	
Total Score:	
Average score (divide total score by number of ratings)	

In determining the bidder responsibility, an overall accounting of the ratings shall be made. A score of "Pass" is required for categories 1 - 4 and an average score of 3.0 or higher is required to meet the minimum Supplemental Bidder Responsibility requirements.

Comments _____

Determination ☐ Responsible
☐ Not Responsible (Preliminary Determination)

Evaluated by _____ Date _____
State Parks Project Representative

Signature _____

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" shall mean that person designated by the State Parks and Recreation Commission to be in charge of the work covered by this contract.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05 A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" shall mean the Washington State Parks and Recreation Commission and its authorized representative with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
2. Supplemental Conditions.
3. General Conditions.
4. Addenda
5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Form of Proposal.
8. Instructions to Bidders.
9. Advertisement for Bids.

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1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A. M. Best rating shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.16.
 1. Commercial General Liability (CGL) on an Occurrence Form:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile liability
- B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

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2.02 COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A dated 07/02/92 or an acceptable ACORD form.

B. Required Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Public Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,500,000.00
General Aggregate Limits (other than products – commercial operations)	\$5,000,000.00
Products – Commercial Operations limit	\$5,000,000.00
Personal and Advertising Injury Limit	\$2,500,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

- a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

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- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following the project's "final completion" through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 (forty-five) days prior notice to Owner of cancellation or any material change, except 30 (thirty) days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

AIA Payment and Performance Bonds, form A312, or equivalent, is required by the Owner for the work of this contract. The forms shall be obtained from the Contractor's bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 ALTERNATIVE SURETY

Contractor shall promptly furnish alternative security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. For projects not involving New Building Construction, 'Installation Floater' is an acceptable substitute for the Builder's Risk Insurance.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

- A. Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within 30 (thirty) calendar days thereafter, unless otherwise noted in Division 1 of the specifications.
- B. The Contractor shall notify the Engineer at least two (2) weekdays in advance if work is to be performed on a Saturday, Sunday, or legal holiday. No excavation work will be allowed on Saturdays, Sundays, or legal holidays unless specifically authorized by the Engineer.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 (fourteen) calendar days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:
 - 1. Date of Notice to Proceed;
 - 2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
 - 3. Utility Shutdowns;
 - 4. Interrelationships and dependence of activities;
 - 5. Planned vs. actual status for each activity;
 - 6. Substantial completion;
 - 7. Punch list;
 - 8. Final inspection;
 - 9. Final completion, and
 - 10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 (fourteen) days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take

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such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 (ninety) days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 (ninety) days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions as more fully set forth in Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather, in excess of weather conditions which could not have been reasonably anticipated; and

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7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.
- G. The Owner has acquired ownership and/or easement of lands for the construction, as indicated on the drawings, without cost to the Contractor. The Contractor understands and agrees that, should it appear at any time that the Owner has not acquired title to all of the right-of-ways and lands necessary for the performance of the work under the provisions of this contract, and that if any delay in the performance of said work occasioned by the failure of the Owner, its officers, or employees to acquire a title of any of said lands or right-of-way, such failure shall extend the contract completion date the number of days equal to the period of such delay. The Contractor waives any and all claims for damages against the Owner which the Contractor may sustain by reason of this delay in the work.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

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3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SUBMITTALS

- A. "Submittals" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural

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elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Submittals include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Submittals provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Submittals, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Submittals, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 (five) copies of all Submittals. Unless otherwise indicated, 3 (three) sets of all Submittals shall be retained by A/E and 2 (two) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any

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Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.03 and 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. The superintendent shall be on-site at all times while the Work is being performed, unless approved in writing by owner, in advance.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall, at all times, keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, permits, and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

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5.02 PERMITS, FEES, AND NOTICES

- A. The Owner has obtained a Shorelines Substantial Development Permit and/or other environmental permits as required for this project. The permits with provisions which affect the construction methods or schedule have been incorporated into these specifications. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
- B. All other permits or fees required by local, state or federal governmental agencies necessary for the construction of this project shall be obtained and paid by the Contractor. Only the cost for the building permit will be reimbursed by the Owner.
- C. The Contractor shall conform to all local, State and National Codes in all phases of this project. Where conflicts arise between plans, specifications and code requirements, the code shall prevail unless the plans or specifications are more stringent.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor and all subcontractors shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. As additional subcontractors perform work on

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the project, their approved Intent forms shall be submitted with the Contractor's next application for payment.

- H. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item(s)" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 and December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific item(s)" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
2. Produced specifically for the public work and not considered to be regularly available shelf items;
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific item(s)":

1. The estimated cost of the public works project;
2. The name of the awarding agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific item(s) produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific item(s).

The owner may direct the contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Item(s)" reporting requirements more than one time as determined by the Department of Labor and Industries.

- I. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half times (x1.5) the rate allowed for this same amount of time during eight (8) hours service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of

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1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

B. During performance of the Work:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that the contractor is an "equal opportunity employer".
3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Contractor shall include the provisions of this section in every Subcontract.

- C. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- D. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- E. Default. Notwithstanding any provision to the contrary, Owner may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Owner receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Owner may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- F. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Owner shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Owner for default under this provision.

5.07 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

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1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (International Building, Electrical, Mechanical, Fire, and Uniform Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
 6. The Contractor shall make available a list of hazardous products being used on the project, and their respective Material Safety Data Sheets (MSDS) to the Engineer. This information will be required at the pre-construction conference.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

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- a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all

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laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Any removed item shall be salvaged without undue damage and stockpiled in a neat and orderly fashion in an area designated by the Engineer. All removed items shall remain the property of the Owner, unless, due to their condition, they are rejected by the Engineer. All materials of whatever nature that are rejected shall be properly disposed by the Contractor in compliance with all laws and regulations.
- H. If designated campsites or emergency overflow areas are approved for use, the Contractor shall comply with all campground rules and regulations of the Washington State Parks and Recreation Commission and the park manager.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 (twelve) inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 (seven) days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.
- C. In general, the locations of existing major utilities and equipment, whether above ground or underground, are indicated on the drawings. This information has been obtained from utility maps and verbal

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descriptions. The Engineer does not guarantee the accuracy or completeness of this information. Other above ground or underground facilities not shown on the drawings may be encountered during the course of the work for which the Contractor is fully responsible to properly locate and identify within the construction area.

- D. Existing above ground and underground facilities and appurtenant structures, which includes but is not limited to, power transmission and distribution, telephone, alarm systems, sanitary sewers, gas services, water service and house or yard drains and fences, shall be located, protected, maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor for completion of the work, but in a manner satisfactory to their respective owners and operators of the services and to the Engineer with the least possible interruption to existing services.
- E. The Contractor shall be responsible for location and maintenance of existing utilities and improvements. Under no circumstances will errors or omissions in location of utilities or improvements, whether they be visible from the surface, buried, or otherwise obscured, be considered as a basis for a claim for additional compensation by the Contractor.
- F. All utilities shall be protected and maintained in continuous operation except where special arrangements have been made with the appropriate utility owner. All damaged utilities shall be restored to original condition, subject to the approval of its owner and at the Contractor's own expense.
- G. If requested, the Contractor shall provide record information about locations, depths, and dimensions of lines, appurtenances, and structures, and any other relevant information about electrical power, water, sewer, and other utilities.
- H. The Contractor shall provide the Engineer with the data required to make a detailed set of record plans. This data will be obtained and recorded by the Contractor during construction on plans supplied by the Engineer. The Contractor shall ensure that the data is obtained. Typical information to be gathered includes the locations of:
 - 1. Buried utilities
 - 2. Junctions of sewer wyes
 - 3. Junctions of electrical taps
 - 4. Clean-outs
 - 5. Deflection points of utilities
 - 6. Valves
- I. Procedure for obtaining this information will be developed by the Engineer working with the Contractor.
- J. Contractor shall protect all existing facilities using whatever methods are necessary, subject to the Engineer's approval. Trees, shrubs, vegetation, or lawn shall not be damaged, scarred, or destroyed unless deemed necessary for work on this contract. All trees damaged during construction shall be immediately repaired using SEAL AND HEAL or other materials as directed by the Engineer. Any damage to the above-mentioned items shall be repaired at the Contractor's expense and to the Engineer's satisfaction.
- K. In the event that archaeological resources are found or unearthed on public land during the performance of this contract, the Contractor shall be required to comply with RCW 27.44 and RCW 27.53 and the rules and regulations of the office of Archaeology and Historic Preservation, including compliance with all archaeological excavation permit requirements.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines

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and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

- C. The indicated limits of work shall be the controlling factor in the Contractor's scope of operation and no payment shall be due for work done out of the limits. Damage to areas not in the Contractor's work area shall be repaired at the Contractor's expense. Questions of what constitutes the work area shall be determined by the Engineer. Only the best methods of construction will be allowed.
- D. The Engineer may adjust or relocate any portion of the system to meet site requirements or to improve the system without additional compensation to the Contractor, provided such adjustments do not represent appreciable costs for additional labor and materials.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.
- D. The Contractor shall furnish proof of equality in all respects to the specified items when proposing alternate brands or materials. Any significant deviations from specifications, drawings, or equality must be noted by the Contractor when submitting alternate products or materials for approval. The Engineer shall be the sole judge of the equality and suitability of any products, materials, or components proposed by the Contractor as alternates to specified items. The Contractor shall bear all costs and make all secondary changes required to incorporate an approved substitute or alternate into the work. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or subcontractors.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and

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inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. The Owner shall have the right to appoint an Inspector who will have the authority to reject materials or workmanship which does not fulfill the requirements of these specifications. In case of dispute, the Contractor may appeal to the Engineer whose decision shall be final. The acceptance of any material by the Inspector shall not hinder its subsequent rejection if found defective. Rejected materials and workmanship shall be replaced promptly or be made good by the Contractor without additional cost to the Owner.
- F. Contractor shall deliver one (1) key for each type of lock installed on the project to the Engineer to enable the Engineer to enter all facilities under construction for the purpose of inspection. This includes temporary as well as State Parks' key-coded locks. All keys for key-coded locks shall be delivered to the Engineer as they are made available to the Contractor. These coded keys shall then be signed out to the Contractor on an accountable basis for security purposes.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefore as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

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- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one (1) year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner, on Owner provided form(s), the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00 which Contractor believes to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. The Owner may direct the Contractor, at no additional cost to the Owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries and as defined in EHB 2805 that amends RCW 39.04.
- C. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

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5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of Owner;
 - 3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 - 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
 - 1. The sole negligence of Contractor or any of its Subcontractors;
 - 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 - 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

5.23 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

- A. General Requirements
The Contractor and subcontractor shall ensure that all work performed under this Contract complies with the Americans with Disabilities Act (ADA), as codified in 28 C.F.R. § 35.151, and the 2010 ADA Standards for Accessible Design. The Contractor and subcontractor shall construct and maintain all accessible features in operable condition and correct any identified deficiencies in a timely manner.
- B. Accessibility in New Construction and Alterations
 - 1. All new facilities and alterations to existing facilities shall be designed and constructed in a manner that ensures accessibility and usability for individuals with disabilities, consistent with ADA accessibility standards.
 - 2. Alterations shall, to the maximum extent feasible, ensure the altered area and the associated path of travel comply with accessibility requirements.
 - 3. If technical infeasibility prevents full compliance, the Contractor and subcontractor shall notify the Owner's Representative and submit a written request for determination of technical infeasibility.

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4. The Contractor and subcontractor shall coordinate with the Owner to ensure that all public notices related to temporary accessibility interruptions are posted on the project site and on designated agency communication channels.
- C. Maintenance and Inspection of Accessible Features
 1. The Contractor and subcontractor shall be responsible for maintaining accessible routes, parking, restrooms, and other accessible features in operable condition throughout the duration of the Work.
 2. Any temporary disruptions affecting accessibility shall be scheduled in a manner that minimizes impact and includes reasonable alternative accommodations where feasible.
 3. The Contractor and subcontractor shall notify the Owner immediately if any accessibility feature is found to be non-compliant or requires repair.
- D. Historic Structures

If the Work involves historic structures or landscapes that are listed or eligible for listing in the National Register of Historic Places, modifications shall be made in compliance with ADA requirements to the maximum extent feasible. The State Historic Preservation Officer (SHPO) must approve any exemptions for alterations that may impact the historic significance of a structure or landscape.
- E. Compliance and Documentation
 1. The Contractor and subcontractor shall comply with all applicable local, state, and federal accessibility requirements.
 2. Any non-compliant work shall be corrected at the Contractor's expense prior to final acceptance.
- F. Submission of Progress Reports – Americans with Disabilities Act (ADA) Compliance

The Contractor shall submit regular progress reports to the Owner, which shall include the following:

 1. Status of Accessible Features – Updates on the construction, installation, and maintenance of all accessibility-related features in accordance with ADA standards.
 2. Compliance Issues – Identification of any non-compliance issues encountered, including deviations from ADA accessibility standards, technical infeasibility determinations, or unforeseen site conditions affecting accessibility.
 3. Corrective Actions – Description of corrective actions taken or proposed to address any identified accessibility deficiencies, including timelines for remediation and any required approvals from the Owner.
 4. Temporary Disruptions – Notification of any planned or unplanned interruptions to accessibility features, including measures taken to minimize impacts and alternative accommodations provided.
 5. Final Verification – Prior to Substantial Completion, the Contractor shall provide documentation verifying that all constructed and altered elements comply with applicable ADA requirements, subject to inspection and approval by the Owner.

Failure to comply with the provisions of this section may result in suspension of the Work, withholding of payment or other remedies as deemed necessary by the Owner.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

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6.03 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted, and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 6. Owner shall at all times have the right of access in company of Contractor;
 - 7. Contractor and its surety assume total responsibility for the stored materials; and
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5% (five percent) of the amount of each progress payment until forty-five (45) days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not,

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however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents;
 - 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 - 3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;
 - 4. Failure to perform in accordance with the Contract Documents; or
 - 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

- A. Prior to release of the contract retainage, an "Affidavit of Wages Paid", approved by the Washington State Department of Labor and Industries, must be on file in the Owner's office. Contracts over \$20,000, including tax, necessitate a clearance from the Washington State Department of Revenue and the Washington State Department of Employment Security. The Owner shall initiate action for the releases from the Departments of Revenue and Employment Security.
- B. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.
- C. In accordance with RCW 60.28, the lien period for filing liens against the contract retainage shall be forty-five (45) days. Persons performing labor or furnishing supplies toward the completion of the contract who intend to file a lien against the contract retainage must do so within forty-five (45) days from the date of Final Acceptance of the contract by the Owner and in the manner as described in RCW 39.08.030.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the

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Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one (1) year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGES IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 (fourteen) days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

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- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 (thirty) days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.
- F. Field Authorization
 - 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
 - 2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGES IN THE CONTRACT SUM

A. General Application

- 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
- 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 (seven) days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for

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such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are-prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order or a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.

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7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - 1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% (fifteen percent) of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - 3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - 5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% (two percent) of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
 - c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
 - 1) Associated General Contractors - Washington State Department of Transportation (AGC-WSDOT) Equipment Rental Agreement; current edition, on the Contract execution date.
 - 2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
 - 3) The National Electrical Contractors Association for equipment used on electrical work.
 - 4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition, on the Contract execution date.
 - d. Allowance for small tools, expendables, and consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

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- 1) For Contractor, 3% (three percent) of direct labor costs.
- 2) For Subcontractors, 5% (five percent) of direct labor costs.

Expendables and consumable supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, record drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

1) For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any work performed by its Subcontractor(s), 6% (six percent) of the first \$50,000 of the amount due each Subcontractor, and 4% (four percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.
- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

2) For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any Work performed by its Subcontractor(s), 4% (four percent) of the first \$50,000 of the amount due each Subcontractor, and 2% (two percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.

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- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.
- g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
 - 1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% (six percent) of the cost developed in accordance with Section 7.02 b. 7a.- e.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% (four percent) of the Subcontractor cost developed in accordance with Section 7.02 b. 7a. - h.
- h. Cost of change in insurance or bond premium: This is defined as:
 - 1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.

C. Change Order Pricing -- Unit Prices

- 1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing -- Time-and-Material Prices

- 1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:

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- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Labor detailed on daily time sheets; and
 - b. Invoices for material.

7.03 CHANGES IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 (seven) days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress

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Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay;
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% (three percent) of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 (one hundred twenty) days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim
 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which support the Claim;
 5. The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;

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8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 (sixty) days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 (sixty) days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 (thirty) days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30-day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

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8.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;
 - 17. General ledger;
 - 18. Cash disbursements journal;
 - 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 (three) years preceding execution of the Work;
 - 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 - 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 - 22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 - 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors,

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all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 (seven) days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

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- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or

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to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 (seven) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 (six) years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

- A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.
- B. The OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through the OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:

OMWBE, 406 South Water Street, PO Box 41160, Olympia, WA 98504-1160, telephone (360) 753-9693.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

C. Eligible MWBEs or M/W firms

MWBE firms utilized for this project for voluntary MWBE goals may be certified by Washington State OMWBE or self identified as minority or women owned (M/W firm).

D. MWBE Voluntary Goals

The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.

E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).

F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.

G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

I. Bidders should advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with Executive Order 00-01 the State of Washington may require apprenticeship participation for projects of a certain cost. The bid advertisement and Bid Proposal form shall establish the minimum percentage of apprentice labor hours as compared to the total labor hours.

A. Voluntary workforce diversity goals have been established for the apprentice hours. These goals are that one-fifth (1/5) of the apprentice hours be performed by minorities, and one-sixth (1/6) of the apprentice hours be performed by women.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice/Journeyman Participation" on forms provided by the Department of General Administration, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
1. Contractor name and address
 2. Contract number
 3. Project name
 4. Contract value
 5. Reporting period "Notice to Proceed" through "Invoicing Date"
 6. Craft/trade/occupation of all (contractor and subcontractor trades working on the project) apprentices and journeymen
 7. Total number of apprentices and total number of hours worked by apprentices, both categorized by gender and ethnicity
 8. Total number of journeymen and total number of hours worked by journeymen, both categorized by gender and ethnicity
 9. Cumulative combined total of apprentice and journeymen labor hours.
 10. Total percentage of apprentice hours worked
 11. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
 12. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.12 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

10.13 SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact the Owner at contracts@parks.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Owner reserves the

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Owner, and (ii) paid to Subcontractors, no later than 30 days, issuance of each payment made by the Owner to the Contractor, unless otherwise specified in writing by the Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

END OF CONDITIONS

/ / / / /

Approved as to Form:
William Van Hook /s/
Asst. Attorney General
02/2007
08/2010 GA Updates – jrc
09/2010 to AAG Schwartz



PREVAILING WAGES

Instruction for Prevailing Wage Rates

The State of Washington prevailing wage rates for this public works project, which is located in Okanogan County, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

The prevailing wages for this project are those that are in effect on the date that the bids are due.

Contractor to Pay Prevailing Wages

The Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

A copy of the applicable wage rates is available upon request. Please request a copy by email at: contracts@parks.wa.gov.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SPECIAL NOTICE

- A. Construction work windows include the following:
 - 1. Notice to Proceed and Mobilization Start: September 2, 2025
 - 2. Earthwork and Crib Wall Construction Start: September 15, 2025
 - 3. Substantial Completion Earthwork Crib Wall Construction: October 3, 2025
 - 4. Planting Start: October 6, 2025
 - 5. Substantial Completion Planting: October 31, 2024

1.2 DESCRIPTION OF WORK

- A. The project proposes stabilization of the existing channel of Pearrygin Creek with a large woody material live crib structure and excavation of a channel and bench. Excavated material will be used as backfill for the live crib structure and for construction of a planted stockpile area. Areas within the grading limits and staging/access areas will be planted with riparian and shrub-steppe plantings. Irrigation will be provided for the new plantings.
- B. Work will include the following:
 - 1. Construction of staging areas and implementation of temporary erosion and sediment control best management practices
 - 2. Excavation, construction, and backfill of new live crib
 - 3. Excavation of new channel and bench and placement of streambed cobble in channel
 - 4. Placement of excavated material to construct planted stockpile area
 - 5. Installation of riparian and shrub-steppe planting and hydroseed within grading limits and staging/access areas
 - 6. Installation of irrigation system

1.3 TIME FOR COMPLETION OF PROJECT

- A. Substantially complete project in accordance with the drawings and specifications within 60 calendar days from date on Notice to Proceed letter. Final completion in accordance with Contract Documents within 30 calendar days from substantial completion date.

1.4 HOURS OF WORK

- A. Work hours are between 7:00 a.m. & 7:00 p.m. Monday through Friday, excluding national holidays.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

1.5 LIQUIDATED DAMAGES

- A. If Contractor fails to complete Contract within stipulated time, an assessment of \$500 per day will be made against Contractor for each additional day required to complete contract, unless an extension of time was granted through Change Order. This assessment is to cover Commission's liquidated damages and is not to be construed as a penalty.
- B. Contract authorizes the Washington State Parks and Recreation Commission to deduct liquidated damages from money due at completion of contract.

1.6 PRE-CONSTRUCTION CONFERENCE

- A. Following notification of award to Contractor, the date for an on-site pre-construction conference will be set. Do not commence Work prior to conference or until written clearance has been obtained from Project Representative.
- B. Furnish Project Representative with following:
 - 1. A complete list of subcontractors, including business addresses, telephone numbers, items of Work, and registration numbers. This list is to be updated throughout the Contract life
 - 2. Name and contact information of Contractor's staff who is in charge and responsible for site safety and will be on site at all times.
 - 3. A Site-Specific Safety Plan that is in compliance with the Department of Labor and Industries and 000011 – General Conditions specifically for this project.
 - 4. A progress schedule in accordance with General Conditions
 - 5. A detailed cost breakdown for lump-sum bid items
 - a. Furnish a fair evaluation of actual cost of each item of Work listed. This will be used in processing the Contractor's requests for partial payment. Submittal of breakdown does not affect the Contract terms.
- B. Project Representative will supply a list of hazardous products that could be encountered on Project. Appropriate Safety Data Sheet (SDS) will be on file at park.

1.7 PROGRESS CLEANING

- A. Remove rubbish and debris from park property daily unless otherwise directed do not allow accumulation. Store materials that cannot be removed daily only in areas specified by the Project Representative.
- B. Maintain worksites in a neat and orderly condition.
- C. Cleanup operations are incidental to the Contract and no extra compensation will be made.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

1.8 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

- A. **None** of WSDOT General Requirements, measurement or payment provisions apply.

1.9 AS-BUILT DRAWINGS

- A. Keep a clean set of full-sized drawings at job site to use to identify changes.

1.10 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Project Representative and Owner. The Owner will remove hazardous materials under a separate contract.

1.11 PROJECT SIGN

- A. Provide following temporary sign. Sign location is shown on drawings or determined by Project Representative. Upon Project completion, remove sign and restore area to original condition.

1.12 PROJECT SIGN LETTERING

TITLE OF PROJECT:	CREEK CHANNEL STABILIZATION
NAME OF FACILITY:	PEARRYGIN LAKE STATE PARK
NAME OF CONTRACTOR:	(Place Contractor's Name here)
ADDRESS OF CONTRACTOR:	(Place Contractor's Address here)
FUNDING TITLE NUMBER 1:	STATE BUILDING CONSTRUCTION ACCOUNT
FUNDING TITLE NUMBER 2:	(LEAVE BLANK FOR THIS PROJECT)

1.13 PARTNERSHIP IN THE CONTRACT

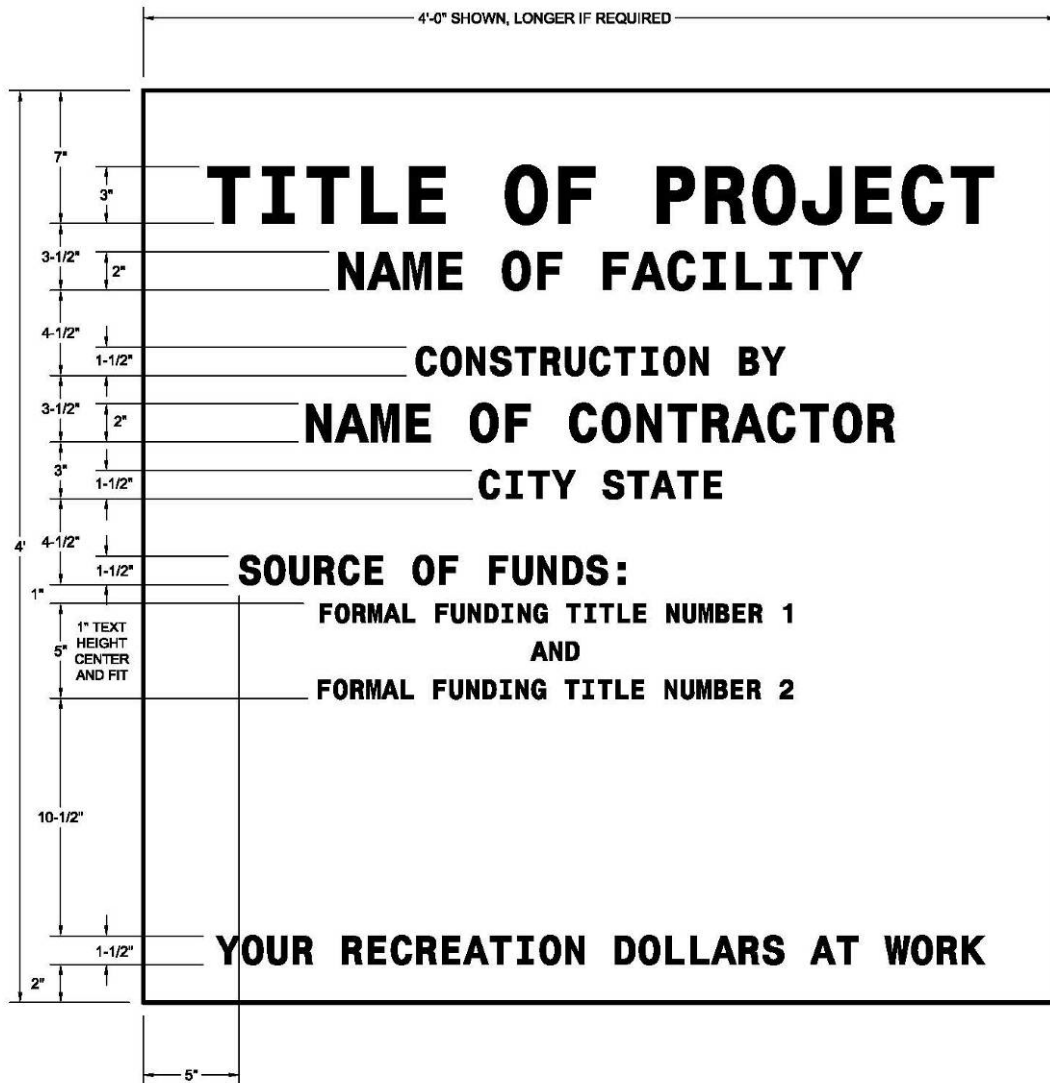
- A. As partners in this contract, both Contractor and Commission recognize the value of a successful Project. Both parties recognize, besides the tangible benefits to Contractor and the Commission, the citizens of Washington State and visitors to Washington State Parks will benefit immensely from the successful completion of a quality Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION

PROJECT SIGN DETAIL

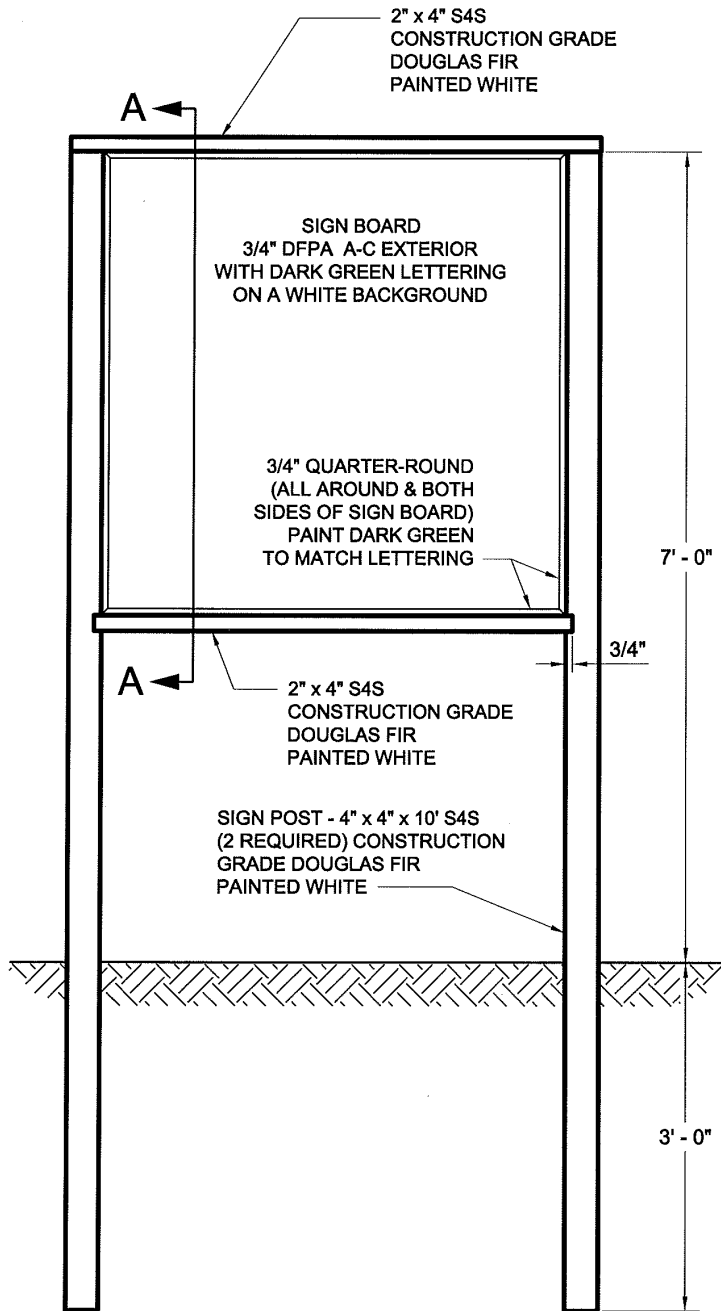


LAY OUT SIGN TO FIT ON A PORTION OF ONE (1) SHEET OF PLYWOOD. IF PLYWOOD IS THE FINAL SURFACE, PAINT IT WITH TWO (2) OR MORE COATS OF WHITE PAINT TO FORM A SMOOTH, NONABSORBENT SURFACE. PROVIDE DARK GREEN WELL FORMED LETTERS, EVENLY SPACED, NEAT IN APPEARANCE, AND ALIGNED AS SHOWN ABOVE.

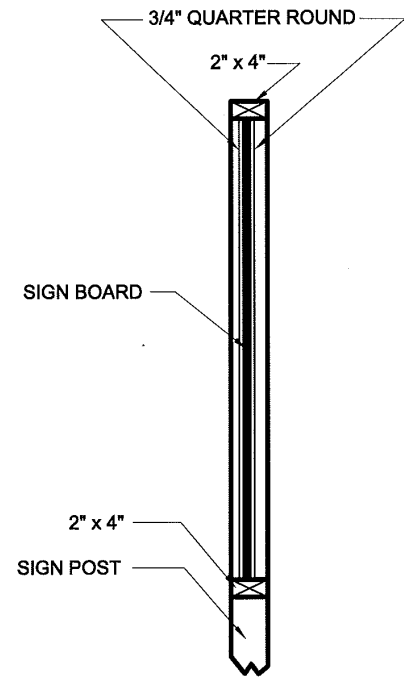
**WASHINGTON STATE PARKS
PROJECT SIGN DETAIL**

PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION

PROJECT SIGN DETAIL



PLAN



SECTION A - A

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 010099 – SURVEYING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Set and maintain alignment and grades necessary for construction; including clearing limits, grading, utilities, roads, trails, and structures. Except for the data specified to be furnished by the Owner, the Contractor is responsible for calculations, surveying materials and measuring required for setting and maintaining the necessary lines and grades. Furnish copies of calculations and staking data, when requested by Project Representative. AutoCad design data will be supplied by the State.
- B. Staking requirements that do not fit field conditions will be reviewed and, if necessary, adjusted by the Engineer. Revisions to the staking information will be provided for completing the work.
- C. The Owner reserves the right to retain an independent surveyor to periodically check the Contractor's survey. Surveying performed by the Owner will be at no cost to the Contractor.

1.2 SURVEY CONTROL AND DATA

- A. Survey Vertical Datum
 - 1. The vertical datum used for this Project is North American Vertical Datum of 1988 (NAVD88).
- B. Survey Horizontal Datum
 - 1. The horizontal datum used for this Project is North American Datum of 1983 (NAD83) (1991) / HRGN (HARN) Washington State Plane, North Zone, U.S. Survey Feet.
- A. To facilitate establishment of lines and elevations, Owner will furnish the following survey control and data:
 - 1. Elevation benchmarks, and horizontal control points, for one time only.
 - 2. Provide technical advice, if requested.
- B. Give 3 weeks' notice to allow adequate time to provide data.

1.3 QUALITY ASSURANCE

- A. It is the responsibility of the Contractor to verify that it has met the Contract requirements prior to proceeding to the next sequence of work. The Owner shall review and approve construction staking prior to the Contractor proceeding to the next phase of work in that area.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

1.4 TOLERANCES

- A. Ensure accuracy of line and elevations within a tolerance of 0.01 foot.
- B. Set subgrade blue tops and surfacing red and yellow tops at 50 foot intervals in tangent sections, 25 foot intervals in curve sections and 10 foot intervals in intersection radii.
- C. In disputes concerning line and elevation accuracy, resolve dispute to Project Representative's satisfaction. Correct discrepancies before proceeding. No additional time or compensation will be provided for corrective work.

1.5 PAYMENT

- A. Lump sum price for "Surveying" includes full pay costs for labor, tools, survey instruments, construction staking, materials, other equipment, and traffic control necessary for the setting and maintaining horizontal locations and grades as specified.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

1.6 GENERAL

- A. At the preconstruction meeting, the surveyor shall meet with the Owner to discuss the survey proceedings, methods, and equipment to be employed for the Contractor's construction staking.
- B. Pre-Construction and Construction Staking:
 - 1. Following completion of clearing and grubbing, the Contractor shall conduct construction staking for horizontal layout. The staking shall be inspected by the Engineer and approved by the Owner prior to commencement of construction.
 - 2. Following excavation, the Contractor shall conduct construction staking for horizontal layout. The staking shall be inspected by the Engineer for horizontal layout and elevation confirmation. The staking shall be approved by the Owner prior to commencement of construction.
 - 3. Following installation of the Live Crib, the Contractor shall conduct construction staking to confirm conformance with the Drawings. The staking shall be inspected by the Engineer for horizontal layout and elevation confirmation. The staking shall be approved by the Owner prior to commencement of construction.

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 011400 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 010000 – General Requirements
- B. Section 014000 – Quality Requirements
- C. Section 014100 – Regulatory Requirements
- D. Section 015526 – Traffic Control

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to Work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated. Disturbance outside the Project limits (as shown on the Contract Drawings) is only to designated access points and storage areas as shown on the Contract Drawings or specified herein.
 - 1. Limits: Confine construction operations to limits as shown on the Contract Drawings. In those locations where existing vegetation is to remain, the Contractor must work around and protect the vegetation from damage.
 - 2. Public Access and Use: The park entrance and road should remain open during the Project. See Section 015526 – Traffic Control.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements or storage of materials and equipment on site.
 - 4. Move any stored products, under Contractor's control that interfere with the operations of the Owner or access to adjacent properties.
- B. Protected Areas: The following areas within the Project limits are to be protected from any and all negative impacts during construction, including materials storage and silt-laden runoff:
 - 1. Bridge crossing Pearrygin Creek
 - 2. Existing park utilities
 - 3. Pearrygin Creek
 - 4. Pearrygin Lake

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

1.3 STAGING AND STOCKPILE AREAS

- A. Staging and stockpile areas are limited to the areas shown on the Contract Drawings. The Contractor's use of these areas shall be limited to purposes directly related to the construction of this Project. Prior to mobilization, the Contractor shall submit a proposal at the Pre-Construction Meeting for review by the Owner of these (and other) areas indicating specific use, access, restoration, and anticipated duration of use. No use of these areas is permitted until the Owner provides written approval of the Contractor's proposal.
- B. The Contractor may provide legal staging and storage areas off site at the Contractor's discretion. Provide the Owner with locations for approval. Protect downstream areas by covering or otherwise containing stockpiles of loose materials. Provide the Owner with a release from property owner that states the site was returned in an acceptable condition and all obligations associated with its use have been met.

1.4 NEW AND EXISTING WORK

- A. Unless otherwise noted, any new Work authorized by the Owner shall be assumed to be performed in conditions corresponding to existing conditions and shall use similar material, work quality, grade and finish. Existing work shall be cut, drilled, altered, removed or temporarily removed, and replaced for performance of the Work under the Contract. Work replaced shall match similar existing work. Work remaining in place that is damaged during this Contract shall be restored to the condition at time of award of Contract or replaced with new Work, as determined by the Owner. Patch existing Work as required for proper interface.

1.5 EQUIPMENT STANDARDS

- A. All equipment furnished and/or installed under this Contract shall meet safety requirements of all applicable codes.

1.6 PARKING

- A. Parking for personnel on the Work will be limited to an area within the Project boundaries as shown in the staging areas identified on the Contract Drawings or at other off-site locations arranged by the Contractor. The Contractor may request additional off-site parking, material stockpiling, and storage with from the Owner but no such additional area is guaranteed. The Contractor will be responsible for ensuring that no nuisance is created for the Owner or adjacent properties through use of the streets for parking or workers access.

1.7 TRUCK AND EQUIPMENT ACCESS

- A. To avoid traffic conflict with local residents, and to avoid overloading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to a route as approved by the Owner prior to mobilization.
- B. Vehicular traffic is limited to area within the Project limits, except areas designated for access.

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

1.8 PERMIT RESTRICTIONS AND REGULATORY REQUIREMENTS

- A. Contractor shall comply with all conditions in approved permits found in Appendix E, Permits, and currently or subsequently obtained by the Owner and Contractor. See Section 014100 – Regulatory Requirements and Section 014000 – Quality Requirements.
- B. Specific permitted dates and time frames for in-water work are provided in Appendix E and in Section 014100, Regulatory Requirements.
- C. Allowable instream work period is specified in the Washington Department of Fish & Wildlife Hydraulic Permit. Extensions of the in-channel work period may be granted under certain conditions by the Washington Department of Fish & Wildlife District Office, but the Contractor shall not expect an extension due to scheduling conflicts.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 012973 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. As described in the General Conditions, the Contractor shall submit a Schedule of Values for approval. This section defines the process whereby the Schedule of Values for Lump Sum bid items shall be developed.
- B. The Schedule of Values will establish unit prices for individual items of work.
- C. The Schedule of Values will be the basis for payment of all Lump Sum Contract work.

1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements, Standard Provisions, and General Conditions, apply to this work as specified in this section. Work related to this section is described throughout these Specifications.

1.3 PREPARATION OF SCHEDULE OF VALUES

- A. To facilitate monthly pay requests, the lump sum price stipulated in the Bid Schedule shall be divided up to reflect the elements of work identified on the Contract Drawings and in these Specifications. The Contractor shall submit for approval a Schedule of Values for the major components of the Work at the Preconstruction Conference in accordance with the General Conditions. The listing shall include, at a minimum, the proposed value for the major Work components as described in Article 3.1. The summary of detail provided in the Schedule of Values shall separately include materials costs (as appropriate by unit), installation costs (labor and equipment components), and other incremental breakouts. The detailed summary total has to match the Contractor's Lump Sum bid amount for each bid item.
- B. The quantity for progress payment for each bid item indicated in the Schedule of Values shall be an estimated value of the Lump Sum amount, substantiated by the Contractor to the extent necessary and agreed to between the Owner and Contractor, payable in monthly progress payments in increments proportional to the work performed.

1.4 SUBMITTAL

- A. Submit preliminary Schedule of Values at the Preconstruction Conference.
DO NOT SUBMIT THE SCHEDULE OF VALUES WITH YOUR BID PACKAGE.
- B. Submit corrected Schedule of Values within 10 calendar days upon receipt of reviewed Schedule of Values.
- C. Upon request, support prices with data that will substantiate their correctness.

PART 2 - PRODUCTS (NOT USED)

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

PART 3 - EXECUTION

3.1 SAMPLE SCHEDULE OF VALUES

- A. The following sample Schedule of Values is the minimum level of detail expected. Bid items reflected on the bid form but not addressed in the approved Schedule of Values shall be included in the monthly payment request based on the unit of measure indicated on the bid form.
- B. The following sample Schedule of Values is the minimum level of detail expected. Unit Price bid items reflected on the bid form but not addressed in the approved Schedule of Values shall be included in the monthly payment request based on the unit of measure indicated on the bid form.
 - 1. Trench Excavation and Safety Provisions shall be broken down to include, at a minimum, the following:
 - a. Trench excavation and stockpile for reuse
 - b. Safety provision for trench excavation
 - 2. Mobilization and Demobilization: Shall be based on percentage of project completion as described in the General Conditions.
 - 3. Site preparation, temporary erosion and sediment control, clearing, and removal shall be broken down to include, at a minimum, the following:
 - a. Site preparation, including utility locate, fencing, tree protection fencing, temporary access routes and staging areas, stabilized construction entrances
 - b. Temporary erosion and sediment control measures
 - c. Clear and grub site's upland areas, including tree removal
 - 4. Earthwork shall be broken down to include, at a minimum, the following:
 - a. Removal and stockpile of existing topsoil.
 - b. Excavation and stockpile for reuse
 - c. Placement and compaction of excavated materials
 - d. Compaction
 - 5. Live Crib Installation shall be broken down to include, at a minimum, the following:
 - a. Procurement and installation of large woody material
 - b. Procurement and installation of threaded rods, washers, and locknuts
 - c. Installation of Live Crib structure, including labor required to install livestake plant material in planting benches
 - 6. Irrigation and Planting shall be broken down to include, at a minimum, the following:
 - a. Procurement and installation of irrigation system.
 - b. Placement of salvaged topsoil
 - c. Procurement and installation of compost, and erosion control fabric.
 - d. Procurement and installation of plant material.
 - e. Procurement and installation of mulch and other miscellaneous planting accessories.
 - f. Procurement and installation of herbivore exclusion fencing.

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. For information on submittals see General Conditions 4.03.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION – (NOT USED)

END OF SECTION

**PEARRYGIN LAKE STATE PARK
CREEK CHANNEL STABILIZATION**

SECTION 013501 – INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

PART 1 - GENERAL

1.1 PROJECT SPECIFIC REQUIREMENTS

- A. No cultural resource sites are known to exist within Work area. However, there always exists the potential for unanticipated discoveries during excavation work.

1.2 EMERGENCY CONTACTS

WSPRC Eastern Region Archaeologists

Ayla Aymond, Eastern Region Archaeologist	(651) 263-5998 (cell)
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Sarah DuBois, Eastern Region Archaeologist	(509) 972-5884 (cell)
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Alternative WSPRC Archaeologist Contacts

Jennifer Wilson, Cultural Resources Program Manager	(360) 787-6511 (cell)
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Statewide:

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NW Region:

Sean Stcherbinine, NW Region Archaeologist	(360) 770-1419 (cell)
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Laura Syvertson, NW Region Archaeologist	(360) 770-0444 (cell)
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SW Region:

Shari Silverman, SW Region Archaeologist	(435) 260-9894 (cell)
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WSPRC Curator of Collections/NAGPRA Specialist

Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist	
Email: alicia.woods@parks.wa.gov	(360) 586-0206 (office)

State Physical Anthropologist

Guy Tasa, DAHP	(360) 790-1633 (cell)
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Assistant State Physical Anthropologist

Jennifer Spence, DAHP	(360) 890-0174 (cell)
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County Coroner/Examiner

David Rodriguez, Okanogan County Coroner	(509) 422-7221
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Local Law Enforcement

Okanogan County Sheriff's Office

(509) 422-7200

Area Manager

Cindi Confer Morris

(509) 740-0688 (office)

(509) 670-8730 (cell)

1.3 INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

- A. Many of Washington's most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there always remains some potential for unanticipated discoveries while working in Washington State Parks.
- B. All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

1.4 INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

- A. If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*
- B. **Recognizing Cultural Resources-Types of Historic/Prehistoric Artifacts and/or Activity Areas That May Be Found**
1. Artifacts- Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
 - a) Precontact artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or "flakes" or "chips" of exotic stone such as chert, jasper, or obsidian.

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- b) Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
 - c) Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
 - 2. Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - a) An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - b) A concentration of shell with or without artifacts may be shell midden deposits.
 - c) Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
 - 3. Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
 - 4. Bone- Complete or broken pieces of bone may be discovered exposed in trench walls or in back dirt piles. Bone can come from either animal remains or human remains and requires a trained professional to identify. If you find bone, notify the WSPRC archaeologist immediately and follow their directions.
- C. STEPS TO TAKE IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION
- 1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
 - 2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
 - 3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
 - 4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.
- D. WHAT NOT TO DO IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION
- 1. Do not remove any artifacts from the site of the discovery.
 - 2. Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
 - 3. Do not share any information about the find, including on social media, except as necessary to implement the IDP.
- E. WHAT HAPPENS NEXT?
- 1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a) If the find is not a cultural resource, construction work may resume.
 - b) If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.

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2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

1.5 INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

- A. Native American burials and historic grave sites are common features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

B. Steps to Take If Human Skeletal Remains are Found During Construction

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** local law enforcement (Park Ranger) and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Area Manager, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by the local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

C. What Not to Do If Human Skeletal Remains are Found During Construction

1. Do not pick up or remove anything.
2. Do not take any photographs of the remains unless instructed to do so by local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
3. Do not call 911 unless you cannot reach local law enforcement or the coroner/examiner by other means.
4. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

D. What Happens Next?

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1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a) If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b) If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).

2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Project Representative, Owner, or Authorities Having Jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. See Divisions 02 through 35 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Representative.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to Authorities Having Jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

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- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Representative for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Representative for a decision before proceeding.

1.4 QUANTITY SHEETS/WEIGHT TICKETS

- A. For bulk items, supply quantity sheets (load receipts) to account for each load delivered to the jobsite. Deliver quantity sheets to Inspector on job at delivery time. If Inspector is not on job, deliver quantity sheets on a daily basis to place designated by Project Representative.
- B. No payment shall be made for materials delivered for which quantity tickets have not been turned into Inspector or delivered to designated place at end of working day. Backdated tickets are not acceptable as a basis for payment, except at Project Representative's discretion.
- C. If bid item for material to be delivered to jobsite is stated in TONS, only weight slips from approved scale are acceptable for payment purposes, unless approved in advance by Project Representative.

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- D. No payment for materials will be made until proper accounting has been made. Final quantity records are approved by Project Representative, with payment at Project Representative's discretion.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by Authorities Having Jurisdiction, submit copy of written statement of responsibility sent to Authorities Having Jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Engineer.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Engineer.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.

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5. Other required items indicated in individual Specification Sections.

- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of Authorities Having Jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by Authorities Having Jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

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1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.

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6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified **testing agency** and/or **special inspector** as required by Authorities Having Jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Project Representative and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Project Representative with copy to Contractor and to Authorities Having Jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Project Representative.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Project Representative's reference during normal working hours.

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3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS, CODES AND REGULATIONS

A. The following permits have been applied for (or are on file) and incorporated into the contract:

1. State Environmental Policy Act
2. Shoreline Substantial Development Exemption
3. Hydraulic Project Approval
4. U.S. Army Corps of Engineers Section 404
5. Section 401 Water Quality Certification
6. Construction stormwater permit

B. Permit restrictions: Refer to permits (see Table of Contents) for all restrictions

1. Timing Restrictions: Work must complete by April 1, 2030, provided work done below the ordinary high water mark will be done during low flows.
2. Notification Requirements: Contractor must contact the Washington Department of Fish and Wildlife at least 14 business days before starting work, and again within 7 days after completing the work. If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem.
3. Special Conditions: Refer to permits for all conditions and restrictions

C. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern Work.

D. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.1A. above and Special Inspections called for by the International Building Code).

E. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.

F. Process through Project Representative, requests to extend, modify, revise, or renew any of the permits (listed in 1.1A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of Project Representative.

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1.2 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice to Project Representative of observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
- C. Contractor is not relieved from complying with requirements of Contract documents which may exceed, but not conflict with requirements of governing codes.

1.3 COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Project Representative. Notify Project Representative of scheduled inspections involving outside regulating officials, to allow Project Representative to be present for inspections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. “Approved”: When used to convey Project Representative's action on Contractor's submittals, applications, and requests, “approved” is limited to Project Representative's duties and responsibilities as stated in the General Conditions of the Contract.
- C. “As-built Drawings”: Drawings done by the Contractor in the field showing changes to the Work.
- D. “Directed”: A command or instruction by Project Representative. Other terms including “requested,” “authorized,” “selected,” “required,” and “permitted” have the same meaning as “directed.”
- E. “Furnish”: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. “Indicated”: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including “shown,” “noted,” “scheduled,” and “specified” have the same meaning as “indicated.”
- G. “Install”: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. “Project Engineer,” “Project Architect,” “Engineer,” and “Architect” are interchangeable terms.
- I. Project Representative and Owners Representative are interchangeable terms.
- J. “Provide”: Furnish and install, complete and ready for the intended use.
- K. “Record Drawings”: Drawings prepared based on the information on the As-built Drawings.
- L. “Regulations”: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

1.2 GENERAL

- A. Applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if directly copied or bound herein.

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1.3 PUBLICATION DATES

- A. Where compliance with an industry standard is required, comply with the standard in effect on Bid Date.

1.4 ABBREVIATIONS AND NAMES

- A. The following acronyms or abbreviations, referenced in the Contract documents, are defined to mean the associated name. Applicable standards include, but are not limited to the following:

1.	AASHTO	American Association of State Highway & Transportation Officials
2.	ACI	American Concrete Institute
3.	AGA	American Gas Association
4.	AI	Asphalt Institute
5.	AIA	American Institute of Architects (The)
6.	AISC	American Institute of Steel Construction, Inc.
7.	AISI	American Iron and Steel Institute
8.	AITC	American Institute of Timber Construction
9.	ANSI	American National Standards Institute
10.	APA	Engineered Wood Association (The)
11.	APWA	American Public Works Association
12.	ASME	American Society of Mechanical Engineers
13.	ASTM	American Society for Testing and Materials International
14.	AWPA	American Wood Protection Association
15.	AWS	American Welding Society
16.	AWWA	American Water Works Association
17.	CRSI	Concrete Reinforcing Steel Institute
18.	EPA	Environmental Protection Agency
19.	HPVA	Hardwood Plywood and Veneer Association
20.	IBC	International Building Code
21.	IEEE	Institute of Electrical & Electronics Engineers, Inc. (The)
22.	IES	Illuminating Engineering Society of North America
23.	LPI	Lighting Protection Institute
24.	MCAA	Mechanical Contractors Association of America, Inc.
25.	NIST	National Institute of Standards and Technology
26.	NCMA	National Concrete Masonry Association
27.	NEC	National Electrical Code
28.	NECA	National Electrical Contractors Association, Inc.
29.	NFPA	National Fire Protection Association
30.	NHLA	National Hardwood Lumber Association
31.	NSF	National Sanitation Foundation International
32.	OSHA	Occupational Safety & Health Administration
33.	PCA	Portland Cement Association, (The)
34.	SEPA	State Environmental Policy Act
35.	UL	Underwriters Laboratories, Inc.
36.	UPC	Uniform Plumbing Code
37.	WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
38.	WRI	Wire Reinforcement Institute
39.	WSDOE or ECY	Washington State Department of Ecology
40.	WSDOH or DOH	Washington State Department of Health

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- | | | |
|-----|-------|---|
| 41. | WSDOT | Washington State Department of Transportation |
| 42. | WSPRC | Washington State Parks and Recreation Commission |
| 43. | WWPA | Western Wood Products Association (Grading Rules) |

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 PROTECTION OF PROPERTY AND EXISTING FACILITIES

- A. Provide protections necessary to prevent damage to park property and facilities.
- B. Only rubber-tired equipment are permitted to operate on paved park roads.
- C. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, or smothering of trees by stockpiling materials within dripline. Provide necessary temporary guards to protect trees and vegetation to remain in place.
- D. Make every effort to minimize damage and cutting major tree roots during excavation operations. Provide protection for larger tree roots exposed or cut during excavation operations.

1.2 ENVIRONMENTAL PROTECTIONS

- A. Scope:
 - 1. Provide labor, materials, equipment and perform Work required for protection of environment during and as a result of construction operations under contract.
- B. Applicable Regulations:
 - 1. Comply with applicable federal, state and local laws and regulations concerning environmental pollution control and abatement, and specific requirements elsewhere in specifications and drawings to prevent and provide for control of environmental pollution.
- C. Protection of Land Resources:
 - 1. Give special attention to the effect of Contractor's operations upon surroundings. Take special care to maintain natural surroundings undamaged and conduct Work in compliance with following requirements:
 - a. When Work is completed, remove storage and other Contractor buildings and facilities, and sites restored to a neat and presentable condition appropriate to surrounding landscape, unless otherwise specified. Remove debris resulting from Contractor's operation.
 - b. Store petroleum products, industrial chemicals and similar toxic or volatile materials in durable containers approved by the Authority Having Jurisdiction and located in areas where accidental spillage will not enter water. Store substantial quantities of materials in an area surrounded by containment dikes of sufficient capacity to contain an aggregate capacity of tanks.

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D. Protection and Restoration of Property:

1. Preserve public and private property, monuments, power and telephone lines, other utilities, prevention of damage to natural environment, etc., insofar as they may be endangered by Work.
2. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in execution of Work, or in consequence of non-execution of Contractor, restore, or have restored at Contractor's expense, such property to a condition similar and equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or make good damage or injury in some other manner acceptable to Project Representative.

E. Protection of Water Resources:

1. Perform Work not to create conditions injurious to fish or to their habitat, or which would make water unsuitable for private, municipal, or industrial use.
2. Take special measures to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides, insecticides, lime, wet concrete, cement, silt or organic or other deleterious material from entering waterways.
3. Dispose of offsite, in a lawful manner conforming to applicable local, state and federal laws wastes, effluents, trash, garbage, oil, grease, chemicals, cement, bitumen, etc., petroleum, and chemical products or wastes containing such products. Furnish Owner with documentation showing compliance with this requirement.
4. Conform to applicable local, state and federal laws for disposal of effluents. Dispose of waters used to wash down equipment in a manner to prevent their entry into a waterway. If waste material is dumped in unauthorized areas, remove material and restore area to condition of adjacent, undisturbed area. If necessary, excavate contaminated ground and disposed of as directed by Project Representative and replace with suitable compacted fill material with surface restored to original condition.

F. Dust Control:

1. Dust control is required on roads used by Contractor. Maintain excavations, embankments, stockpiles, roads, plant sites, waste areas, borrow areas and other Work areas within or without the Project boundaries free from dust which would cause a hazard or nuisance to others. Provide approved, temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or equal methods to control dust. If sprinkling is used, sprinkling must be repeated at intervals to keep disturbed areas at least damp.

G. Temporary Water Pollution/Erosion Controls:

1. Provide for prevention, control and abatement of soil erosion and water pollution within the limits of Project, to prevent and/or minimize damage to adjacent bodies of water and Work itself.
2. Coordinate temporary soil erosion/water pollution control measures with permanent drainage and erosion control Work to ensure effective and continuous controls are maintained throughout Project life.

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3. Develop a written spill prevention and response plan for construction activities adjacent to/and over any surface waters and/or wetlands. "Adjacent" means within 150' as measured on a horizontal plane. Plan addresses:
 - a. Narrative description of the proposed construction methods, materials, and equipment to be used for Work
 - b. Assessment and listing of hazardous materials and/or potential contaminants that could be released during execution of Work
 - c. SDS sheets with cleanup instructions for potential contaminants
 - d. Spill response/cleanup materials and instructions for use
 - e. Procedures and precautions to prevent spills
 - f. Spill response training for on-site personnel, including the location of the containment and cleanup materials at site
 - g. Emergency notification in case of a spill or release. Park Manager and Project Representative must be included on the list of notified.
4. Comply with applicable codes and ordinances for spill prevention and response plan and submit a copy to Project Representative before commencing Work adjacent to or over any waters and/or wetlands.

H. Emergency Spill Response Notification

1. Under state law, Ecology must be notified when any amount of regulated waste or hazardous material that poses an imminent threat to life, health, or the environment is released to the air, land, or water, or whenever oil is spilled on land or to waters of the state. The spiller is always responsible for reporting a spill. Failure to report a spill in a timely manner may result in enforcement actions. If you are not responsible for a spill, making the initial notification does not make you liable. However, please consult with Ecology's response team before attempting any type of response or cleanup. Also notify Park Manager and Project Representative.
2. If oil or hazardous materials are spilled to state waters, the spiller must notify both federal and state spill response agencies. The federal agency is the National Response Center at 1-800-424-8802. For state notification, call the Washington Emergency Management Division (EMD) at 1-800-258-5990 or 1-800-OILS-911 AND the appropriate Ecology regional office for your county (see numbers below). An Ecology spill responder will normally call reporting party back to gather more information. The agency will then determine its response actions. Also notify Park Manager and Project Representative.
3. Ecology Regional Spill Reporting Numbers:
Central Regional Office: (509) 575-2490
TDD: Washington Relay Service 711 or (800) 833-6388.

1.3 PARK TRAFFIC/PEDESTRIAN CONTROLS

- A. Properly warn the public of construction equipment and activities, open trenches, and/or other unsafe conditions by providing all necessary warning equipment. Equipment includes warning signs, barricades, fencing, flashing lights and traffic control personnel (flaggers).
- B. Conduct operations with the least possible obstruction and inconvenience to the public in accordance with appropriate Section(s) of the WSDOT "Standard Specifications".

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1.4 PROTECTION OF WORK

- A. Protect Work, materials, and equipment against damage, weather conditions, or other hazards. Equipment, Work or materials found damaged or in other than new condition will be rejected by Project Representative.

1.5 REMOVAL AND REPLACEMENT OF STATE-OWNED ITEMS

- A. Should any state-owned items, such as signs, bumper blocks, or related items, interfere with the proper construction process, remove and reinstall such items to the satisfaction of Project Representative.

1.6 USE OF PARK SPACE

- A. Only in areas of park that Contract covers and only during active inclusive dates of Contract.
- B. Contractor vehicle and equipment parking only as designated by Project Representative.
- C. Contractor will be issued temporary parking passes for construction crew, vehicles and equipment, valid for the duration of the contract only.

1.7 ROADWAY CLOSURE

- A. Closure of the park is not in the best interest of the general public, only close roads being trenched while conduits, etc., are being installed, and immediately reopened for traffic. Supply necessary barricades, etc., to effectively prevent automotive traffic from entering upon any traveled way while trenches are open, unless other approved appropriate safety measures are taken.

1.8 UTILITIES

- A. Existing subsurface utilities on Project are represented on Contract Drawings to the best of the Commission's knowledge. It is Contractor's responsibility to verify existence of utilities and determine exact location and depth. Maintain use of utilities during construction through temporary connections or other measures suitable to Commission. No extra compensation will be made for removal, temporary connections, relocations, or replacement of utilities.

1.9 SERVICE OUTAGES

- A. Coordinate and schedule outages for, power, water, and sewer service connections/repairs with Park Manager, so as not to inconvenience park staff or public.

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1.10 SANITARY FACILITIES

- A. Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of Authorities Having Jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 015526 – TRAFFIC CONTROL

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 015000 – Temporary Facilities and Controls

1.2 GENERAL

- A. Provide flaggers, signs, and other traffic control devices in accordance with the Washington State Department of Transportation (WSDOT) Current Edition, Standard Specifications for Road, Bridge, and Municipal Construction and the Manual on Uniform Traffic Control Devices (MUTCD). Erect and maintain construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public from injury or damage as a result of the Contractor's operations that may occur on highways, roads, drives, streets, or sidewalks and walkways. Do no work on or adjacent to the above locations until necessary signs and traffic control devices are in place.
- B. These flaggers, signs, and other traffic control devices are for the safety of the public, the Contractor's employees, and Commission's personnel and to facilitate the movement of the traveling public. They may be used for the separation or merging of public and construction traffic when in accordance with a specific approved traffic control plan.
- C. Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices, the Commission may, without further notice to the Contractor, shut down the Contractor's activity until adjacent traffic control is implemented.
- D. Providing adequate flaggers, signs, and other traffic control devices for the protection of the work and the public at all times, regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Project Representative, furnished by the Commission, or paid for by the Commission or by any modifications made by the Contractor. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
- E. Lane closure or diversion: advise Project Representative a minimum of two calendar days prior to implementation.

1.3 CONFORMANCE TO ESTABLISHED STANDARDS

- A. Flagging, signs, and other traffic control devices: conform to the standards established in the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, to the WSDOT Traffic Control Plans 1 through 18 (TC1-19) as published by WSDOT at <https://www.wsdot.wa.gov/Design/Standards/PlanSheet/Work-Zone-Typical-TCPs.htm> and to the Manual on Uniform Traffic Control Devices (MUTCD).

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1.4 SUBMITTALS

- A. Submit a temporary traffic control plan for Project Representative review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, and access by emergency vehicles. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas. Prevent parking on or adjacent to access roads or in non-designated areas.

END OF SECTION

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the administrative and procedural requirements for the protection of trees, shrubs, and plant material not designated for removal. Trees, shrubs, and plant material not designated for removal shall be left in place and protected from damage or injury during construction using full and adequate methods of protection in order to preserve these natural resources, ecological function, and aesthetic character of the park.

1.2 REFERENCES

A. Definitions

1. Arborist Qualifications: An Arborist approved of by the Project Representative or certified by the International Society of Arboriculture (ISA) or Association of Consulting Arborists (ASCA) and licensed in the jurisdiction where project is located.
2. Critical Root Zone (CRZ): The portion of the root system nearest the stem that is critical for the stability and vitality of the tree. The minimum CRZ is a circular area having a radius of one foot for each one inch of trunk diameter defined by measuring the trunk diameter at 4.5 feet above ground level. For example, a tree that has a diameter of 20 inches would have a CRZ with a radius of 20 feet from the base of the tree. This is a MINIMUM CRZ radius for healthy trees; the CRZ often extends beyond the dripline of the tree. A critical root zone defined by 2.5 feet radius for each 1-inch diameter is desirable for old growth, historic, and character trees as designated by the Project Representative.
3. Vegetation Protection Zone (VPZ): A defined area of any size within the project area where existing vegetation (trees, shrubs, or other plant material) is to be protected from construction impacts. The zone may be accomplished by physical barriers or other means (e.g., soil protection layers or treatments).
4. Soil Protection Zone (SPZ): A defined area of any size within the project area where sensitive native soils are to be protected from construction impacts. The zone may be accomplished by physical barriers or other means (e.g., soil protection layers, durable matting, or other treatments as specified by the Project Representative).
5. High Risk Tree: Any tree with a structural defect and/or disease that makes the tree highly prone to failure, and which has a target and may result in personal injury or property damage. A high risk tree is the same as an "Emergency Tree" as defined in WAC 352-28-005 (<https://apps.leg.wa.gov/wac/default.aspx?cite=352-28-005>)

B. Reference Standards

1. ANSI A300. Specifications for Tree, Shrub, and Other Woody Plant Management including Section 5: Management of Trees and Shrubs During Site Planning, Site Development, and Construction.
2. ANSI Z133-2012. Safety Requirements for Arboricultural Operations.

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3. Council of Tree and Landscape Appraisers. (2020). *Guide for Plant Appraisal*, 10th ed. International Society of Arboriculture, Champaign, Illinois.

1.3 SUBMITTALS

- A. Certification: From project Arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- B. Maintenance Recommendations: From project Arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4 QUALITY ASSURANCE

- A. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- B. Construction Management Standard: Comply with ANSI A300 (Part 5): Management of Trees and Shrubs During Site Planning, Site Development, and Construction
- C. Tree Planting: Comply with ANSI A300 (Part 6) Planting and Transplanting
- D. Tree Root Protection and Management: Comply with ANSI A300 (Part 8) - 2013 Root Management Standard

PART 2 - PRODUCTS

2.1 TREE PROTECTION MATERIALS

- A. Temporary Fencing
 1. Chain link fencing panels 6 feet tall by any length up to 14 feet. Panels must be braced and must be secured to stands and weighted per manufacturers specifications.
 2. Continuous molded safety mesh 36 inches wide with clear openings no more than 1-1/2 inches x 2 inches. Orange, 40 grams per square foot, high density polyethylene with U-V inhibitor suitable for above-grade use installed around the circumference of the CRZ.
 3. Posts five-foot steel heavy-duty "T" posts, 1-3/8 inches x 1-3/8 inches x 7/64 inches with steel anchor placed at 8' intervals at or beyond the CRZ.
 4. Nylon zip straps having a minimum breaking strength of 150 lbs.

2.2 SOIL AND ROOT PROTECTION

- A. Mulch: Ground, shredded bark, or wood and bark chips, or "hog fuel" free from deleterious materials. Or new straw mulch, free from weeds, weed seeds, and foreign materials.
- B. Landscape fabric: American Excelsior Stabilenka 140, Celanese Mirafi 140, Propex 45-45, or approved equivalent geotextile.

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- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- D. Ground staples: 9 inches x 9 inches wire staples sufficient for holding landscape fabric or filter fabric in place for required time period.
- E. Ground protection mats: Construction mats or timber mats, as a temporary road surface of sufficient weight rating for the equipment being operated in the work area.

2.3 TREE TRUNK PROTECTION

- A. Where work has been approved to take place within the CRZ, tree trunk protection shall be installed vertically around tree trunk on all sides exposed to construction activity.
- B. Common wood 2 inches x 4 inches lumber, 8 feet long, without nails, other hardware, concrete residue, or other material that may be detrimental to plant health.
- C. Strapping sufficient to hold 2 x 4's

PART 3 - EXECUTION

3.1 PLANNING AND NOTIFICATION

- A. Where existing trees and other vegetation are in the area of work, or where existing trees outside the area of work have a CRZ extending into the area of work, employ methods to minimize adverse impact to the existing trees (including limbs, stems, and roots), understory vegetation and their root systems, and soils. Where VPZ are designated by the Project Representative and/or in project plans, observe protection measures set forth herein. Notify the Project Representative of any construction work within the CRZ of trees at least two (2) working days before the scheduled activity.

3.2 PREPARATION

- A. Prior to Construction: Erect tree and plant protection prior to beginning any site work. Protect trees to remain against cutting, breaking, skinning, or compaction of roots; skinning or bruising of bark; breaking of branches and foliage. Review locations, fencing, and other markings of any VPZ and CRZ for trees within the construction area with the Project Representative.
- B. Tree Removal: Trees that are scheduled for removal as part of the project should be removed before construction to prevent hazards during construction.
- C. Material Storage: Do not store construction materials, debris, or excavated material inside critical root zones or vegetation protection zones.
- D. Vehicle and Foot Traffic: Designate access routes within construction area and limitations on equipment and vehicles. Designate parking on existing pavement or away from critical root zones of trees. Tree protection fencing will serve as an exclusion zone within the CRZ except for where plans stipulate work will take place within the CRZ.

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3.3 CRITICAL ROOT ZONE AND VEGETATION PROTECTION ZONE DESIGNATION

- A. Temporary Fencing: Install temporary fencing around CRZ, VPZ, or SPZ of either chain link or plastic mesh as indicated by Project Representative. Maintain temporary fence during construction and remove only when construction is complete.
 - 1. For plastic mesh, line posts space at eight feet maximum. Set posts vertically to minimum 18 inches depth. Posts may be driven provided method of driving does not damage posts. Ensure that posts do not damage tree roots.
 - 2. Where plastic fence is used, secure plastic fencing to posts with nylon zip-straps, minimum three per post. Draw fence material tight and vertical. Where chain link panels are used join panels with manufacturers clamps that require tool removal.
 - 3. With Project Representative's approval, sections of tree protection fencing may be removed temporarily to allow approved short-term construction activities. Reinstall fencing immediately when construction operations permit.
- B. Tree Trunk Protection: Where required tree trunks shall be protected by placing 2 x 4 lumber around the trunk, spaced so that strapping will not come in contact with the tree bark and lumber does not damage branches. Use strapping to hold lumber in place. Secure straps without nailing into or otherwise damaging tree bark.

3.4 SOIL COMPACTION, LOSS, AND DAMAGE WITHIN THE CRITICAL ROOT ZONE

- A. Protection against soil compaction within the CRZ may include but will not be limited to the following methods:
 - 1. Application of a minimum 6-inch thick layer of mulch (or wood chips salvaged from clearing and grubbing operations) within the CRZ. Replenish mulch as necessary to maintain a 6-inch depth. Do not place mulch within 6 inches of tree trunks. Where mulch is to be removed following project completion it should be underlaid with a porous geotextile.
 - 2. Ground protection mats, such as: timber or steel planking, construction mats, 1/2 inches thick CDX grade (or better) plywood, or brush for protection of surface roots and vegetation from equipment.
 - 3. Where equipment operating within the CRZ exceeds 12,000 lbs use a 6-inch layer of mulch overlaid with ground protection mats described above.
- B. Protection of soils against erosion and loss within the critical root zone of trees may require application of mulch, wood chips, ground protection mats, or landscape fabric at the request of the Project Representative.
- C. Noxious Materials: Protect soils from damage caused by runoff or spillage of noxious materials while operating, mixing, placing, or storing construction materials and equipment; this includes washout of concrete mixing vessels, dewatering operations, equipment cleanup, maintenance, and service; ponding, erosion, or excessive wetting may incur a Stop-Work order at the discretion of the Project Representative.

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3.5 TRENCHING, DIGGING, TUNNELING, AND GRADING WITHIN THE CRITICAL ROOT ZONE:

A. Disturbance to soils and impacts to roots within the CRZ may require any of, and will not be limited to, the following methods, practices, and restrictions:

1. Maintain existing grade within CRZ of trees unless otherwise directed.
 - a. Lowering grades (cutting): Where existing grade is above new finish grade shown around trees, carefully excavate within CRZ to new grade. Document roots exposed in this process with photographs to be shared with project Representative.
 - b. Raising grades (filling): Where existing grade is raised within the CRZ to greater than 4 inches above existing grade these roots shall be considered damaged by smothering. Methods to increase air exchange of tree roots within these areas may be required. Examples of such methods may include and will not be limited to:
 - 1) Application of a 6 inch or thicker layer of large clean aggregate (2 inches by 4 inches or larger) covered with landscape fabric below fill material to maintain large pore space.
 - 2) Selection of a fill material with high porosity and minimal compressibility, which may include mulch. Compaction will not be required except as required by structural load requirements, to limit soil compaction.
2. Alternative excavation methods that minimize root damage may be required. These may include but are not limited to: hand digging, horizontal boring, use of an air excavation tool, or other methods as otherwise deemed necessary by the Project Representative.

B. Only limited intrusions into tree CRZ zones will be allowed as shown on the plans and with the approval of the Project Representative. Where trenching for utilities or irrigation is required within CRZ's of trees the following may be required:

1. No cutting of roots greater than two inches diameter. Tunnel under or around roots by drilling, auger boring, air excavation, or digging by hand.
2. Where necessary for installation, cut roots with sharp pruning instruments flush with the edge of the trench or tunnel; do not break or chop.
3. Avoid hitting roots with heavy equipment. Roots that are ripped by equipment should be excavated by hand, photographed, kept moist with mulch or burlap layers, and inspected by the Project Representative.
4. Pile excavated soil outside of the CRZ of residual trees and return area to original grade upon completion of work.
5. Cover exposed roots with soil as soon as possible or at the end of each day; the soil compacted to the original firmness only; and, watered when conditions are dry.
6. Tree root pruning or other tree root treatments may be required as directed by the Project Representative.
7. Root painting is not permitted.

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3.6 STEM AND BRANCH PRUNING:

- A. Any unnecessary cutting, breaking, skinning, or bruising of bark; breaking of branches and foliage; damage or clearing of vegetation in the work area will not be permitted. Where permitted, stem and branch pruning must follow ANSI A300 Standards (including Part 1 and Part 5).
- B. Temporarily tie-up of low limbs is permitted where designated by the project representative.
- C. All final pruning cuts shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge or branch collar and without leaving a stub. Flush cuts to the tree trunk that remove the branch collar are unacceptable. Flush cuts result in a larger wound and expose trunk tissues to the possibility of decay.
- D. All significant tree pruning must have prior approval of Project Representative. An approved Arborist may be required, at the Contractors expense, for extensive or technically challenging pruning activities. Such requirements will be made explicit to the Contractor prior to the start of work.
- E. Only proper branch pruning techniques will be accepted. Improperly pruned trees could be irreparably damaged and are subject to section 3.7 DAMAGE TO TREES AND TREE REPLACEMENT.

3.7 DAMAGE TO TREES AND TREE REPLACEMENT:

- A. Should any tree or vegetation designated to remain be damaged in the course of construction activities immediately notify the Project Representative for inspection and direction for remedy.
- B. Remedies for damage will, at the Owner's discretion, require removal and disposal of the damaged tree(s) and be one of the following, at the discretion of the Project Representative.
 - 1. Compensate the Owner in cash or as a credit to the contract for up to the full value of the damaged tree, as appraised by an ISA certified Arborist according to the latest edition of the "Guide for Plant Appraisal".
 - 2. Replace each damaged tree under 6 inches diameter at breast height measurement with one replacement tree of 1-3/4 inches caliper measure. Replace each damaged tree over 6 inches diameter at breast height measurement with one replacement tree of 1-3/4 inches caliper measure for each 6 inches of diameter at breast height measure of the damaged tree. The new trees may or may not be the same species, at the discretion of the Project Representative. Select nursery stock, plant, and maintain as specified in Section 1.4 QUALITY ASSURANCE.
 - 3. For identified old-growth trees specified to remain, the Project Representative may be provided alternative remediation requirements from Parks Stewardship staff above and beyond requirements of 3.7.B.1 and 3.7.B.2.

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- C. Notify Project Representative in any case where construction called for in the contract documents cannot be completed without damage to trees identified to remain. Approval of the Project Representative is required prior to beginning construction described in the contract documents that might damage a tree designated to remain. Any tree designated to remain which is damaged without Project Representative's written approval, even if damage is necessary to complete the work, will subject the Contractor to remedies described in section 3.7 B above.

END OF SECTION

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**SECTION 015713 - TEMPORARY EROSION AND SEDIMENT CONTROL AND CONSTRUCTION
STORMWATER POLLUTION PREVENTION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes planning, installing, inspecting, maintaining, and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water and control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract consistent with applicable permits, Okanogan County regulations, and Washington State Department of Ecology (Ecology) regulations.

1.2 RELATED REQUIREMENTS

- A. Section 013300 – Submittal Procedures
- B. Section 015000 – Temporary Facilities and Control
- C. Section 015639 – Temporary Tree and Plant Protection
- D. Section 017700 – Closeout Procedures
- E. Section 310000 – Earthwork
- F. Section 311000 – Site Clearing
- G. Section 312319 – Channel Dewatering, Fish Transfer and Channel Rewatering
- H. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- I. Section 329300 – Planting
- J. These TESC requirements shall apply to all areas associated with the Work, including, but not limited to, the following:
 - 1. Work areas
 - 2. Equipment and material storage areas
 - 3. Staging areas
 - 4. Stockpiles
 - 5. Discharge points within or adjacent to the work areas that are impacted by stormwater runoff from the site
- K. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).

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- L. For this work, the Contractor shall read and conform to all requirements set forth in the National Pollutant Discharge Elimination System General Permit for Discharges Associated with Construction Activities (NPDES Permit).
- M. The work described in this section covers management of any water generated during construction, including, but not limited to, stormwater, excavation dewatering effluent, and site groundwater that is encountered during earthwork.

1.3 REFERENCES

- A. The rules, requirements, and regulations that apply to this work include, but are not necessarily limited to the following:
 - 1. Okanogan County Code
 - 2. Ecology, Stormwater Management Manual for Eastern Washington, (current edition)
 - 3. Washington State Department of Transportation Standard Specifications, Division 8-01, Erosion Control and Water Pollution Control

1.4 SUBMITTALS

- A. Contractor-prepared TESC plans illustrating the location and installation of any Contractor-recommended BMPs that are not detailed on the Contract Drawings.
- B. Manufacturer material data for products used to implement the BMPs as shown in the Contract Documents and outlined in these Specifications.
- C. Material Safety Data Sheet for any dust palliative product.
- D. The Contractor shall submit to the Owner on a monthly basis a copy of all Contractor site inspection logs and monthly Discharge Monitoring Reports.

1.5 AUTHORITY OF OWNER

- A. The Owner has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, and borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution-control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.
- B. The Owner may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of Project conditions.
- C. In the event that areas adjacent to the work area are suffering degradation due to erosion, sediment deposit, water flows, or other causes, the Owner may stop construction activities until the situation is rectified.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. Products that are required to accomplish or be incorporated into the work of this section shall be as shown on the Contract Drawings or as selected by the Contractor, subject to approval by the Owner.

2.2 DUST CONTROL

- A. Refer to Section 015000 – Temporary Facilities and Controls

2.3 MARKING CLEARING LIMITS

- A. Clearing limits shall be marked with high-visibility fencing in accordance with Section 9-14.5(8) of the Standard Specifications.

2.4 STABILIZED CONSTRUCTION ENTRANCES

- A. Materials for stabilized construction entrances shall meet the requirements of Section 8-01.3(7) of the Standard Specifications.

2.5 PERIMETER SEDIMENT CONTROLS

- A. Silt fences shall be required above the ordinary high-water mark and along the clearing limits downslope of all cleared areas. Silt fence materials shall meet the requirements of Section 8-01/3(9)A2 of the Standard Specifications.

PART 3 - EXECUTION

3.1 GENERAL

- A. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Owner.
- B. No discharge of water that exceeds the regulated pollutant levels in the NPDES Permit shall be allowed.
- C. The Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this section.
- D. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this section.

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3.2 CONSTRUCTION STORMWATER GENERAL PERMIT (CSWGP)

- A. The Contracting Agency has obtained a Construction Stormwater General Permit (CSWGP) for the project. The Contractor is required to complete the Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology form ECY 020-87a included as appendix B) and return the form to the Contracting Agency.
- B. The Contracting Agency is responsible for compliance with the CSWGP until the end of day that the contract is executed. Beginning on the day after the Contract is executed the Contractor shall assume complete legal responsibility for compliance with the CSWGP and full implementation of all conditions of the CSWGP as they apply to the contract work.
- C. Should a violation of the CSWGP occur (also referred to as a noncompliance event), the Contractor shall immediately notify the Engineer and WSPRC. A written report detailing the violation shall be submitted to the Engineer within 48 hours of the violation.
- D. Once Physical Completion has been given the Contractor shall prepare a Notice of Termination (Ecology form ECY 020-87). The Contractor shall submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of seven (7) calendar days prior to submitting the Notice of Termination to Ecology. The Contractor shall submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four (4) calendar days.

3.3 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. The Contractor shall address the following issues as part of developing and implementing TESC BMPs.
 - 1. The TESC notes and details shown in the Contract Drawings and the information in this section of these Specifications are minimum requirements for the anticipated site conditions during the construction period. During the construction period, the Contractor shall, at no additional cost to the Owner, upgrade the TESC facilities as needed for unexpected storm events and modify these facilities for changing site conditions (such as relocation of ditches, silt fences, etc.)
 - 2. The Contractor shall inspect the TESC facilities daily and maintain these facilities to ensure continued proper functioning during the construction period. Written records shall be kept by the Contractor of these inspections on a weekly basis during the wet season (October 1 through April 30) and on a monthly basis during the dry season (May 1 through September 30).
 - 3. Any areas of exposed soils, including embankments, which will not be permanently covered or planted within 1-calendar day during the wet season or 7 calendar days during the dry season shall be stabilized at the end of each work day and when not being worked on by the Contractor with the approved TESC measure (seeding, mulching, plastic covering, etc.)
 - 4. Any areas needing TESC measures not requiring immediate attention shall be addressed by the Contractor at the Owner's discretion.
 - 5. The TESC facilities in an inactive site shall be inspected and maintained by the Contractor at a frequency described in the NPDES Permit. At no time shall more than 6 inches of sediment accumulate within a catch basin or manhole. All catch basins, manholes, and

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conveyance lines shall be cleaned by the Contractor at the completion of the Project. The cleaning process shall not flush sediment-laden water into any downstream system.

3.4 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. The Contractor shall be responsible for implementing TESC BMPs.
- B. The Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, is available as needed for Project use. It is the responsibility of the dispensing subcontractor to develop and adhere to appropriate safety measures pertaining to the palliative use.
- C. Sediment and Erosion Controls
 - 1. The Contractor shall establish methods for controlling sediment and erosion that address vegetative practices, structural control, silt fences, straw dikes, sediment controls, and operator controls as indicated in the approved construction permits as shown on the Contract Drawings or as directed by the Owner
 - 2. The Contractor shall institute stormwater management measures as required, including velocity dissipaters and solid-waste controls, which address controls for building materials and off-site tracking of sediment.
- D. Wastewater and Stormwater Management Controls
 - 1. Pollution Prevention Measures
 - a. The Contractor shall use methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials that include prevention measures to control silting and erosion and that will intercept and settle any runoff of sediment-laden waters.
 - b. The Contractor shall prevent wastewater from general construction activities from entering flowing or dry watercourses or surface-water bodies without the use of approved turbidity control methods.
 - c. The Contractor shall divert stormwater runoff from upslope areas away from disturbed areas.
 - 2. Turbidity Prevention Measures
 - a. The Contractor shall use methods for prevention of excess turbidity that include, but are not restricted to, intercepting ditches, settling ponds, or other methods not harmful to aquatic life.
 - b. Wastewaters shall not be discharged into surface waters.
 - 3. If monitoring or inspection shows that the erosion controls are ineffective, the Contractor shall mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
 - 4. The Contractor shall remove and properly dispose of sediment from erosion controls once sediment has reached one-third of the exposed height of the control.
- E. Construction Site Management
 - 1. Contractor Construction Operations

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- a. The Contractor shall perform construction activities by methods that will prevent entrance or accidental spillage of solid matter, contaminants, debris, or other pollutants or wastes into saltwater bodies, streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to, the following: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
2. Stockpiled or Deposited Materials
 - a. The Contractor shall not stockpile or deposit excavated materials or other construction materials near or on saltwater shoreline, stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff or can in any way encroach upon the watercourse.
3. Fuel Storage Tanks Management
 - a. Storage tank placement: The Contractor shall place fuel or other petroleum products (referred to collectively in this section as “fuel”) storage tanks or containers at least 20 feet from saltwater bodies, streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source in a discharge area.
 - b. Storage area dikes: The Contractor shall construct storage area dikes at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity located in each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
 - c. Diked area barriers: The Contractor shall provide diked areas with an impermeable barrier at least 50 mils thick. Provide areas used for refueling operations with an impermeable liner at least 50 mils thick buried under 2 to 4 inches of soil.
 - d. Underground tank prohibitions: The Contractor shall not use underground storage tanks.
- F. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Owner, such work shall be performed by the Contractor at its own expense.
- G. Prior to final payment, all temporary facilities shall be removed and the Construction Stormwater Discharge Permit terminated upon completion of the Work.

END OF SECTION

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SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 IMPLIED/INCIDENTAL MATERIALS

- A. Minor materials required for proper Project completion although not specifically mentioned or shown in Contract documents, are part of materials to be provided by Contractor as a part of Contract and are considered incidental to the total cost of Project. No additional compensation is due to the Contractor for providing such items.

1.2 QUALITY OF MATERIALS

- A. Materials are to be new, free from defects, and of quality specified in the drawings and specifications.
- B. Select and provide materials to ensure satisfactory operation and rated life in prevailing environmental conditions were installed.
- C. Same make and quality throughout the entire job, for each type. Furnish materials of latest standard design products of manufacturers regularly engaged in their production.

1.3 SPECIFIED MATERIALS

- A. Drawings and specifications generally reference only one make and model for each item of material or equipment required. This is not intended to be restrictive but indicates the standard of quality, design, and features required.
- B. Specified product is the basis of design regarding physical size, strength, and performance. Products named indicate minimum acceptable product and are "or equal" unless noted otherwise.

1.4 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.

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- d. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - e. Requested substitution is compatible with other portions of Work.
 - f. Requested substitution has been coordinated with other portions of Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Project Representative will consider requests for substitution if received within **10** days of **Notice of Award**.
1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to Contract Documents.
 - c. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - g. Requested substitution is compatible with other portions of Work.
 - h. Requested substitution has been coordinated with other portions of Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

1.5 SUBSTITUTION OF MATERIALS ("OR EQUAL")

- A. Proposed equipment to be considered "or equal" will necessitate written approval by the Engineer prior to substitution.
- B. On requests for substitution of materials clearly define and describe proposed substitute.
- C. Accompany requests by complete specifications, samples, records of performance, certified test reports, and such other information as the Engineer may request to evaluate the substitute product.
- D. Contractor is responsible for a substitute item suiting the installation requirements and for additional costs incurred as a result of substitution.
- E. Final decisions regarding quality and suitability of proposed substitutions rests solely with Engineer and will be based on information submitted.

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1.6 TECHNICAL DATA

- A. Technical data and information contained herein relies entirely on tests and ratings provided by manufacturers who are solely responsible for their accuracy. Project Representative, by use of this information in no way implies that Project Representative has tested or otherwise verified the results of published manufacturer's information.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Transport products by methods to avoid product damage. Only deliver products to the site that are undamaged and free from defects.
- B. Provide proper equipment and personnel to handle and transport materials/products to the Project sites safely and undamaged.
- C. Promptly inspect material to assure that products comply with Contract requirements, quantities are correct, and products are undamaged.
- D. Store and/or stockpile materials and products only in areas of park designated and approved by Project Representative prior to delivery.
- E. Arrange storage to provide easy access for inspections. Original product labels, certifications, stamps, etc. to be intact and readily visible for inspection purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to Authorities Having Jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Waste and debris removed from the worksite and not specified for reuse becomes the responsibility of the Contractor and disposed of off park property in areas authorized by the applicable county and/or state agencies and in accordance with current rules and regulations governing the disposal of solid waste. Disposal fees and sundry charges are paid by the Contractor and are incidental to the contract.
- C. Burning: Do not burn waste materials.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

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SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 OPERATING AND MAINTENANCE (O&M) INSTRUCTION MANUAL

- A. Final payment will be held to no more than 95 percent completion percentage until receipt of the O & M Instruction Manuals. Payment for Contract closeout item will be made after receipt and approval of the manuals by the Project Representative. Have O & M Instruction Manuals prepared before final payment. Lack of O & M Instruction Manuals will not be a cause for Contract extensions.
- B. Furnish [Note: two (2) complete hard copy sets of binders and one (1) Electronic PDF copy on a storage device containing the following data for each mechanical, pumping, electrical equipment, major hardware, and plumbing installation or provided on this Project:
 - 1. Installation instructions
 - 2. Operating instructions (start-up and shut-down)
 - 3. Maintenance instructions, including trouble shooting guide
 - 4. Electrical schematics
 - 5. Illustrated parts breakdown and code (if available)
 - 6. Parts list (complete)
 - 7. Technical manuals
 - 8. Provide a complete list of manufacturer's representatives sales offices, or suppliers of major parts used on this Project, including their business address and telephone number, for the Park Manager's use when maintaining/repairing the system. Major parts are defined as other than miscellaneous plumbing, wire, piping fittings, etc.
 - 9. List of subcontractors contact information, and specific items of work performed by them.
 - 10. Tab binders and clearly mark all information contained.
- C. Affix to walls, panels, boxes or at other locations, the following data sealed in heavy plastic:
 - 1. Operating instructions (start-up and shut-down)
 - 2. Electrical schematics
- D. Operating instructions refer to designated parts of each particular installation as necessary and tag such parts with permanent markers as directed by Project Representative. This includes operational equipment.

1.2 AS-BUILTS

- A. Before final acceptance of Project, furnish Project Representative "As-Builts" which shows as-built locations and dimensions of major items constructed. Include locations and elevations of existing utilities encountered during excavation. Show location of pipes, manholes, buildings, structures, etc. by field measurements consisting of at least two (2) ties to permanent surface objects such as hydrants, buildings, etc.

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- B. Final payment: No more than 95 percent until As-Built Drawings received. Payment made after receipt and acceptance of drawings by Project Representative. Lack of As-Built Drawings will not be a cause for contract extensions.

1.3 SPECIAL TOOLS

- A. Deliver special tools required for maintenance and adjustment of equipment to Project Representative upon completion and before final acceptance of Project.

1.4 SPARE MATERIALS AND PARTS

- A. Before final acceptance, deliver spare materials, parts and other similar items to storage locations specified by Project Representative.

1.5 CERTIFICATES AND PERMITS

- A. Submit signed original certificates of compliance and final approval from Authorities Having Jurisdiction.

1.6 OUTSTANDING DOCUMENTS

- A. Expedite and submit outstanding administrative documents including outstanding cost proposals, Change Orders, etc.

1.7 PRIOR OCCUPANCY

- A. Reference General Conditions.
- B. Commission has the right to occupy completed portions of Project prior to final acceptance, and such occupation is not an acceptance of Project. Prior to occupancy, Project Representative and Contractor mutually agree to a date for prior occupancy; the area to be occupied; that occupancy is commencing within the requirements of applicable codes and ordinances; that endorsements from insurance companies, as necessary to maintain full insurance of Project regardless of prior occupancy, have been obtained; and that other necessary provisions are completed.
- C. The Project Representative will inspect areas designated for prior occupancy and issue a letter of acceptance or provide a list of deficiencies to be corrected to Contractor. Correct deficiencies prior to date of occupancy.

1.8 SUBSTANTIAL COMPLETION

- A. Reference General Conditions.

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- B. Notify Project Representative in writing a minimum of seven (7) days in advance of the scheduled date of completion. Project Representative will conduct a "pre-final" inspection and formulate a final punchlist of Work items to be completed prior to final inspection. Project Representative will establish the date of substantial completion based on pre-final inspection findings. Following this inspection, Project Representative will either issue notice of substantial completion or advise the Contractor of deficient items which must be corrected prior to issuance of substantial completion.

1.9 DAMAGE TO FACILITIES, ROADS, VEGETATION OR PROPERTY

- A. During the course of construction, should any park facility be damaged by the Contractor's actions, operations or neglect, repair any such damages to their original condition, as acceptable to the Project Representative, at no cost to the Commission.
- B. Repair, restore or replace any park roads, vegetation or property damaged by the Contractor to the original condition at the time construction began. Repair or replace trees and vegetation indicated to remain, which has been damaged by construction operations, in a manner acceptable to the Project Representative.

1.10 FINAL CLEAN-UP

- A. Upon completion of the Work and prior to final inspection and acceptance, clean up the entire construction site and all grounds occupied by the Contractor in connection with the Work.
- B. Fine graded, rake clean and smooth all worksites and disturbed areas. Remove from the park rubbish, surplus and discarded materials, falsework, temporary structures, equipment, and debris.
- C. Leave all phases of the Project clean and ready for public use prior to final acceptance.
- D. Inspect all materials and surfaces for damage, scratches, marring, untreated ends of sawcuts, etc. and repair to original or intended condition.

1.11 FINAL INSPECTION AND ACCEPTANCE

- A. Reference General Conditions.
- B. Notify Project Representative in writing when Work, including punchlist items, has been completed.
- C. Project Representative will schedule and conduct a final inspection to verify that outstanding Work items are complete.
- D. Owner will establish the date of final acceptance based on the results of final inspection. Complete/correct any items identified as outstanding during final inspection prior to final acceptance of Project.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes excavating floodplains; contouring banks; and sorting, stockpiling, hauling, and disposing of excavated material. This work includes sloping, shaping, decompaction, and finishing earthen and rocky material.

1.2 RELATED REQUIREMENTS

- A. Section 010099 – Surveying
- B. Section 015000 – Temporary Facilities and Controls
- C. Section 015639 – Temporary Tree and Plant Protection
- D. Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention
- E. Section 311000 – Site Clearing
- F. Section 329113 – Soil Preparation, Finish Grading, and Erosion-Control Fabrics
- G. Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering
- H. Section 354950 – Large Woody Material and Channel Structures
- I. Section 354951 – Large Woody Material Connections

1.3 REFERENCES

- A. Reference Standards
 - 1. Washington State Department of Transportation (WSDOT). Standard Specifications for Road, Bridge, and Municipal Construction; and Amendments (current edition)
 - 2. ASTM (ASTM International) D6913. Standard Test Method for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
 - 3. ASTM D1557. Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lb/ft²)
 - 4. ASTM D2922. Standard Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods
 - 5. WSDOT Fish Exclusion Protocols and Standards

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1.4 QUALITY ASSURANCE

- A. The Contractor is responsible for verifying the quality of the work and shall perform compaction and density tests on request of the Owner to check compliance with these Specifications. A copy of the test reports shall be furnished to the Owner.
- B. The Owner's Testing Agency may perform compaction and density tests to verify compliance with these Specifications.
- C. The Owner may require that an independent testing laboratory test imported materials at any time. If the material is found to be noncompliant with the Contract, the Contractor shall bear the cost of testing and removal of all noncompliant materials from the Project site and replacement of the materials with those meeting the requirements of the Contract. If the materials tested are found to be compliant with the requirements of the Contract, the Owner will reimburse the Contractor for costs incurred by testing plus markups as allowed for elsewhere in the Contract.
- D. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.

1.5 JOB CONDITIONS

- A. Environmental requirements: Construction shall progress only when weather conditions will not detrimentally affect the quality of the finished earthwork. If the atmospheric temperature falls below 35°F in the shade, protect from freezing earthwork or soils-in-cut, which require compaction to a specified degree.
- B. Protection of adjacent work and existing facilities is the responsibility of the Contractor and must be accomplished. Where open cuts are used in lieu of shoring, the excavation slopes should be made to the angle judged safe by the Contractor's designated competent person responsible for excavations and trenches. Regardless, temporary cuts shall be no steeper than 1 horizontal to 1 vertical (1H:1V) and meet all applicable Occupational Safety and Health Administration (OSHA) regulations. Permanent slopes shall be as shown on the Contract Drawings and in no case be steeper than 2H:1V. Cover exposed slopes if erosion or riling threatens.
- C. The Contractor shall surround protected areas with highly visible fencing prior to the start of the Work.

1.6 SUBMITTALS

- A. The Contractor shall submit the following for the approval by the Owner in accordance with Section 013300 – Submittal Procedures and as further specified in this section:
 - 1. Earthwork Plan: Prior to commencing earthwork activities on the Project, the Contractor shall prepare and submit an Earthwork Plan for approval by the Owner.
 - a. The Earthwork Plan shall include, at a minimum, detailed descriptions of the following items:

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- 1) Methods and equipment that will be used for excavation
 - 2) Methods and equipment that will be used for transport and hauling of excavated materials
 - 3) Sequence and estimated duration of excavation activity, including anticipated cubic yards of excavated soils generated daily
 - 4) Means by which limits and cut depths will be checked and verified by the Contractor
 - 5) Plan for determining the categorization of excavated fill as On-Site Common Fill, another category of fill material, or nonreusable fill, including the methods for proper moisture conditioning and compaction
 - 6) Means for managing excavated materials and transferring materials to stockpile area
 - 7) Disposal locations for any excavated materials determined to be unsuitable for on-site fill, including haul routes and any locations where rehandling or offloading is required, and documentation of the disposal facility acceptance of the material
 - 8) Methods, equipment, and location(s) for establishing temporary stockpiles, including isolation of stockpiled soil from the environment and preventing unfiltered off-flow water from entering Site waters, in accordance with Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention
 - 9) Means of protecting material stockpiles from erosion, wind, and spillage
 - 10) Worker safety and protection of the public
 - 11) Methods and equipment for survey control
 - 12) Methods for shoring and securing trenches and temporary excavations
 - 13) Traffic control while performing excavations and backfilling
- b. If the Earthwork Plan is judged unsatisfactory to the Owner, then it will be returned to the Contractor for amendment and resubmission. No physical work at the Site shall be started until the Earthwork Plan is accepted by the Owner.
2. Certificates: The Contractor shall provide the Owner with copies of the following documentation:
- a. Landfill Disposal Site(s): Prior to commencing earthwork activities, the Contractor shall submit for review the name, location, and applicable state and federal identification numbers of the off-site facility(ies) to be used for disposal of material from this Project. The Contractor shall also submit a letter of commitment from the landfill facility(ies) at which it is proposing to dispose of the materials.
 - b. Shipping and Disposal Documents: The Contractor shall submit copies of trip tickets and Certificates of Disposal signed by the receiving disposal facility for any waste transported from the site. The Contractor shall also submit all manifests and shipping documents.
3. Imported Materials: The Contractor shall submit a particle gradation analysis in graph and table forms, based on the sieve sizes in these Specifications, for each imported product specified in this section. Products specified in this section shall be approved by the Owner prior to being imported to the site.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. Imported materials shall be as shown on the Contract Drawings from sources arranged for by the Contractor and approved by the Owner.
- B. Materials shall be of the quality, size, shape, gradation, or equal to that of the manufacture as specified herein. During the course of importing materials, the Contractor shall be responsible for continually checking the materials to ensure they continue to meet these Specifications.

2.2 CONTROL OF MATERIAL

- A. All material (e.g., soil, aggregate, etc.) transported onto or incorporated into the work shall be weed-free. The Owner may request written documentation of methods used to determine the weed-free status of any and all materials furnished by the Contractor. Contractor-provided expertise and methods to establish weed-free status must be appropriate for the weeds of concern in the local area. The following applies to this contract:
 - 1. A North American Invasive Species Management Association weed specialist provided by the Contractor or material supplier will inspect proposed sources to determine weed-free status. Provide the Owner written notification of proposed material sources 30 calendar days prior to use. Written approval of the specific source will be provided to the Contractor by the Owner. If weed species are present in the proposed source, appropriate mitigation measures may allow conditional use of the source as required by the Owner.

2.3 GEOTEXTILE

- A. Geotextile for access and staging: The geotextile for temporary construction access and staging areas shall be woven and permeable, polypropylene or equivalent.
- B. Geotextile fabric shall be in accordance with WSDOT Standard Specification 9 33.2 (1) Table 1, Woven Geotextile, Low Survivability with flow rates in accordance with Table 2 Class A.

2.4 QUARRY SPALLS

- A. For stabilized construction entrance and temporary access road: Quarry spalls shall meet the requirements of WSDOT Standard Specifications Section 9-13.1 as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
8 inches	100
3 inches	40 maximum
3/4 inch	10 maximum

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2.5 EXCAVATED ON-SITE FILL

- A. Excavated on-site fill shall consist of approved material excavated during site grading.
- B. Excavated on-site fill shall be stockpiled for reuse as general backfill for Live Crib and planted stockpile area as shown on the Contract Drawings.
- C. Excavated on-site fill shall meet the following criteria for reuse:
 - 1. On-site fill to be used as general backfill for Live Crib, Planted Stockpile Area, and in areas to receive topsoil and soil amendments (planted/seeded areas) shall be free from debris or other deleterious materials.
 - 2. On-site fill shall be stored in such a manner to maintain its natural moisture content. If material becomes overly dry or wet during storage, it shall be moisture conditioned prior to backfilling and compaction.

2.6 STREAMBED SEDIMENT

- A. Imported streambed sediment to construct the creek channel shall meet the requirements of WSDOT Standard Specification 9-03.11 Streambed Aggregates and be a 50:50 mix of:
 - 1. 9-03.11(1) Streambed Sediment.
 - 2. 9-03.11(4) Streambed Cobbles – 6 inches

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. This section describes the requirements for excavation and backfilling. Construction schedule constraints in performing various portions of the work are provided in Section 011400 – Work Restrictions.
- B. Refer to Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering for specifications on work area isolation, fish salvage, dewatering, and rewatering.

3.2 SITE PREPARATION

- A. Refer to Section 311000 – Site Clearing.
- B. Backfill voids and depressions to proposed subgrade elevations and grade to create a uniform surface. This includes animal burrows and voids created through removal of stumps. Hand-operated equipment shall be used where necessary.
- C. All scarified surfaces shall be kept free of standing water. All standing water shall be drained from low spots and ruts.

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3.3 PROTECTION OF ADJACENT WORK

- A. Protection of adjacent work, utilities, and other improvements must be accomplished. Properly slope cuts to provide stability. Cover exposed slopes if erosion or raveling threatens.

3.4 EQUIPMENT

- A. Construction of the Live Crib, bench and channel excavation, Planted Stockpile Area, and loading and hauling material to stockpiles will require the Contractor to have on-site survey and grade-control capacity, such as total station, GPS, and/or GPS-enabled construction equipment.

3.5 DUST CONTROL

- A. The Contractor shall be responsible for providing control of airborne dust and particulates from the work areas. Visible dust shall be limited by water, dust palliative, or other approved methods.
- B. If water is used for dust abatement, it must be brought in by the Contractor from an outside source. Water may not be used directly from Pearrygin Creek without prior, written consent of the Owner's Representative.

3.6 CONTROL OF WATER

- A. The Contractor shall follow guidelines contained in Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering during all excavation and backfill operations.
- B. The Contractor is responsible for complying with all permit conditions related to water in the stream, stormwater, and dust control during the excavation and backfill operations.

3.7 SITE EXCAVATION, GRADING AND BACKFILL

- A. Earthwork – General
 1. The Contractor shall excavate material encountered within the limits, lines, and grades specified on the Contract Drawings. The Contractor shall maintain side slopes of excavations so that they remain stable and free of sloughing soil.
 2. Excavation on slopes shall proceed downward, working from top of slope to toe of slope. As the work progresses, it is anticipated that some slope material will slough into the cut area. The Contractor shall remove this material and will make a final pass with the excavator bucket along the sections' edges when the excavation is completed to help ensure proper grades are achieved.
 3. Care shall be taken to minimize excavation limits and avoid extra excavation when possible.
 4. The Contractor shall not store any equipment within 5 horizontal feet of the upper edge of any excavation or further as deemed necessary for safety reasons. Locate and retain soil materials away from the edges of excavations and drip lines of trees that are to remain.

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5. Perform excavation in the dry to the extent possible. If needed, dewater areas to be excavated in accordance with Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering.
6. Do not excavate in frozen material without the written approval of the Owner.
7. In performing the excavation, the Contractor shall pay particular attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements.

B. Over-Excavation

1. Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Owner is not authorized. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at the Contractor's expense

C. Excavation Below Existing Grade

1. Unless otherwise specified, any appropriate method of excavation within the work limits shown may be employed that, in the opinion of the Contractor, is considered best and meets applicable safety standards. The Contractor shall take whatever precautions are necessary to maintain the undisturbed state of the natural soils at and below the bottom of the excavation.
2. Should the excavation be carried below the lines and grades indicated on the Contract Drawings or specified herein because of the Contractor's operations, the Contractor shall refill such excavated space to the proper elevation as directed by the Owner's Representative or Engineer. Should foundation materials be disturbed or loosened because of the Contractor's operations, they shall be removed and the space refilled as directed at no additional cost to the Owner.

D. Management of Excavated Surfaces

1. The Contractor shall control the potential for erosion of materials and loss of soils from freshly exposed excavated surfaces by rolling or grading the surfaces to a flat and smooth condition prior to inundation. If this procedure is judged to be insufficient for protection against erosion in the opinion of the Owner, then the Contractor shall institute additional procedures. See Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention for additional details.

E. Bench and Channel Excavation

1. Excavate the proposed bench and channel to the lines and grades as shown on the Contract Drawings. Dimensions of bench and channel excavation are shown on the Contract Drawings.
2. Excavated material shall remain on-site to be used to construct the Planted Stockpile Area.

F. Live Crib Excavation

1. Excavation for installation of the Live Crib shall conform to the lines and grades as shown on the Contract Drawings.
2. Trench for the installation of large woody material to limit disturbance to in situ materials.
3. Live Crib Excavation and Backfill shall conform to specifications in Section 354950 – Large Woody Material and Channel Structures.

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4. Any excess excavated material shall be transferred to the Planted Stockpile Area to be reused as on-site fill.

3.8 MATERIAL PLACEMENT

A. Streambed Sediment

1. Streambed sediment shall be placed to the depth lines and locations indicated on the Contract Drawings to reconstruct the Pearrygin Creek channel within the vicinity of the Live Crib installation.

B. Excavated On-Site Fill

1. Live Crib

- a. Excavated on-site fill shall be placed to the depth lines and locations indicated on the Contract Drawings.
- b. Place backfill in not more than 1-foot depth lift.
- c. Material placement for the Live Crib shall conform to requirements in Section 354900 – Large Woody Material and Channel Structures.

2. Planted Stockpile Area

- a. Excavated on-site fill shall be placed to the depth lines and locations indicated on the Contract Drawings.
- b. Place backfill in not more than 1-foot depth lift.

3.9 DISPOSAL OF EXCESS EXCAVATED SOIL

- A. Excavated material shall be used as on-site fill. Any material not suitable for on-site fill shall be removed in accordance with this article.
- B. Excess excavated materials that cannot be reused on site and all excavated materials determined to be nonreusable shall be properly disposed of at an Owner-approved upland disposal site.
- C. The Contractor shall arrange for transportation and disposal of the excavated material with the upland disposal facility operator. The Contractor shall be held fully responsible for the satisfactory disposal of the materials.
- D. The Contractor will utilize appropriate controls such as lining of truck beds and/or covering of loads to prevent any loss of material during transport. Special care will be taken to prevent spillage onto public roadways or adjacent property, and any such spillage shall be promptly cleaned up.

3.10 COMPACTION

- A. The Contractor shall compact backfill by means of an appropriately sized static, vibratory, or impact-type compactor suited to the soil and physical restrictions of the area to be compacted. Although the Contractor is responsible for the selection of the method of compaction, selection

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of an inappropriate method shall not relieve the Contractor of the responsibility to achieve the specified result. Jetting, sluicing, or water settling will not be permitted.

- B. Compaction testing performed by the Owner shall not relieve the Contractor of the obligation to place and compact backfill materials as required in accordance with these Specifications.
- C. Control soil compaction during construction to provide minimum percentage of density specified for area classification. Do not allow equipment traffic to overly compact areas beyond specified percentages. Correct over-compaction as directed by the Owner with methods including ripping, regrading, and re-compaction or over-excavation and in-kind replacement.
- D. Unless otherwise specified for a specific backfill or fill material, place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- E. Do not place backfill on surfaces that are frozen, overly wet, or graded inconsistently.
- F. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages for maximum dry density for soils determined in accordance with ASTM D1557 (Modified Proctor).
 - 1. Subgrades
 - a. Subgrade for topsoil and soil amendments (planted/seeded areas): 85%
 - 2. Surface Fills
 - a. Live Crib fill: Excavator bucket compaction after each 1.5-foot lift of logs
 - b. Planted Stockpile Area fill: 85%
 - c. Bench: 85%
 - d. Fills on slopes exceeding 3H:1V to prevent erosion: 90%
- G. Moisture Control
 - 1. Where subgrade or lift of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of the subgrade or layer of soil material to prevent free water appearing on the surface during or subsequent to compaction operations.
 - 2. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentages of maximum dry density for each area classification.
 - 3. Do not perform compaction operations on excessively wet soils.

3.11 TEMPORARY STOCKPILES

- A. The Contractor may elect to establish an area for temporary stockpiling of excavated soils in preparation for their reuse as on-site fill or their transport from the site. The location of this area shall avoid any interference with ongoing traffic and activities at and around the Site and shall be subject to the written approval of the Owner.

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- B. Stockpiles shall not be placed within 5 horizontal feet of the upper edge of any excavation. Stockpiles and stockpile areas shall be maintained in good condition and constructed of materials compatible with the material being stored.
- C. Stockpile areas shall be fenced and locked while work is not taking place on the Site. The Contractor shall also post a sign at each entrance to the stockpile areas, bearing the legend "Unauthorized Persons Keep Out," or an equivalent legend legible from a distance of 25 feet or more.
- D. The Contractor shall develop a means of filtering or containing water (for removal of suspended solids) prior to its authorized discharge or disposal in accordance with Project permits. The Contractor may require the use of a filtering method such as straw bales, filter fabric, or equivalent to meet discharge requirements. After their use, all filtration media or materials shall be properly disposed of. See Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention for additional details.
- E. The Contractor shall employ Best Management Practices as necessary to prevent loss of stockpiled materials by such events as erosion, spillage, or wind. The Contractor shall also prevent loss of material during transfer of materials to and from the stockpile area from trucks or other selected excavation and hauling equipment.
- F. Stockpile excavated native materials meeting the material requirements for products specified as backfill and topsoil until processed or placed.
- G. Place, grade, and shape all stockpiles for proper drainage. Protect from wind and moisture with plastic sheeting and secure sheeting with sandbags or other approved material.
- H. Do not compact stockpiled material.

**3.12 TEMPORARY CONSTRUCTION ACCESS DECOMMISSIONING AND
DECOMPACTION**

- A. Demolish and decompact temporary access road sections by restoring them to approximate original ground contours. Remove any piping or structures, if found, and all associated fill material down to "natural ground." Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks. Decompaction shall conform to requirements described in Section 325000 – Site Restoration and Rehabilitation.
- B. All access road materials shall be removed from the downhill side of the road and placed on the uphill or cut side of the access road. The access road fill material shall be excavated down to the natural hillslope material. The sides of the access road prism shall be blended to match the natural

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ground elevation to avoid trapping water. The excavation shall match the existing slope and contours of the local existing grade.

- C. restoration of temporary construction access roads and staging areas shall be in accordance with Section 325000 – Site Restoration and Rehabilitation, Section 329000 – Seeding, and Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics.

3.13 FINAL GRADING AND CLEANUP

- A. When final surfaces have been established, the Contractor shall protect the surfaces from erosion, raveling, or any type of degradation, especially on surfaces that will be lined.
- B. Temporary access roads shall be subsoiled/scarified during closeout.

END OF SECTION

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SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes site clearing; removal of trees and brush; grubbing, stripping, and stockpiling of trees and topsoil for reuse; and removal of other miscellaneous items needed to complete construction of the Project.
- B. Clearing and grading shall comply with applicable permit requirements.

1.2 RELATED REQUIREMENTS

- A. Section 015639 – Temporary Tree and Plant Protection
- B. Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention
- C. Section 310000 – Earthwork
- D. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- E. Section 354950 – Large Woody Material and Channel Structures

1.3 EXISTING CONDITIONS

- A. By submitting a bid, the Contractor represents that it has visited the site to become familiar with the quantity and character of all materials to be cleared and agrees that the premises were made available prior to the deadline for submission of bids for whatever inspection and tests the Contractor deemed appropriate.
- B. It is the responsibility of the Contractor to determine the location of all existing utilities adequately to avoid damage to utilities prior to initiating work related to this section.
- C. It is the responsibility of the Contractor to determine the total count of existing trees to be removed and to identify which trees meet specification for reuse as large woody material.

PART 2 - PRODUCTS (NOT USED)

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PART 3 - EXECUTION

3.1 CLEARING

- A. Mark clearing limits and identify trees to be protected and to remain for approval by the Owner prior to commencing clearing.
- B. Preserve and provide protection for the following:
 - 1. Adjacent facilities: Exercise extreme care to prevent damage to adjacent facilities that are to remain.
 - 2. Monuments: Carefully maintain benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed. Note the position of all monuments on the As-built Drawings.
 - 3. Protect construction access and staging areas with high visibility construction fencing as shown on the Contract Drawings.
 - 4. Existing trees and vegetation to remain: Install tree protection fencing and protect trees and shrubs in accordance with and Section 015639 – Temporary Tree and Plant Protection.
- C. It is the Contractor's responsibility to visit the site prior to bidding to generally ascertain vegetation to be removed for construction.
- D. Clear rights-of-way to be occupied by permanent construction and required for access to the work. However, remove vegetation only as required; do not do initial general clearing and grubbing of site that leaves areas that will not have immediate follow-up construction exposed.
- E. Clear the area(s) adjacent to cut-and-fill sections a minimum distance of 1 foot outside of slope lines. Do not clear beyond the clearing limits.
- F. All temporary and erosion control measures must be in place prior to clearing and grubbing in accordance with Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention.
- G. The Contractor shall adhere to seasonal restrictions for land clearing if noted on the Contract Drawings.

3.2 GRUBBING

- A. Remove stumps, roots, and vegetation to a minimum of 12 inches below final excavation lines and grades or until organic matter is removed.
- B. Perform clearing and grubbing in advance of trenching, excavation, and grading work.

3.3 DISPOSAL OF EXCESS CLEARED MATERIAL

- A. Remove and legally dispose of all cleared material that is not approved for salvage at an approved off-site location. The Contractor, in a manner consistent with all government regulations, shall dispose of the refuse resulting from clearing and grubbing. In no case shall refuse material be left

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on the Project site or be buried in embankments or trenches on the Project site unless directed otherwise by the Owner.

3.4 STRIPPING

- A. Strip topsoil from all areas to be excavated, filled, or otherwise graded per Section 31 00 00 – Earthwork.
- B. Remove topsoil to a depth of 6 inches or as directed by the Owner.

3.5 HANDLING AND USE OF ON-SITE SALVAGED TOPSOIL

- A. Do not use topsoil removed by stripping for backfill or constructing embankments.
- B. Segregate and stockpile topsoil for use in restoration and planting work as described in Section 32 91 13 – Soil Preparation, Finish Grading, and Erosion Control Fabrics, and as shown on the Contract Drawings. Where approved in writing by the Owner, haul and dispose of excess topsoil with cleared material in accordance with Article 3.3.

3.6 STOCKPILING OF ON-SITE SALVAGED TOPSOIL

- A. Transport and stockpile topsoil as necessary prior to final hauling and placing.
- B. Do not compact topsoil in stockpile.
- C. Protect stockpile from weeds, contamination, and erosion with secured plastic sheeting.

3.7 TREE PROTECTION

- A. See Section 015639 – Temporary Tree and Plant Protection.

END OF SECTION

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**SECTION 312319 – CHANNEL DEWATERING, FISH TRANSFER, AND CHANNEL
REWATERING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes the installation and removal of a streamflow isolation and diversion system to isolate the stream channel during excavation for the installation of streambed materials and construction of the Live Crib.

1.2 RELATED REQUIREMENTS

- A. Section 013300 – Submittal Procedures
- B. Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention
- C. Section 310000 – Earthwork
- D. Section 311000 – Site Clearing
- E. Section 325000 – Site Restoration and Rehabilitation
- F. Section 329113 – Soil Preparation, Finish Grading, and Erosion-Control Fabrics
- G. Section 015639 – Temporary Tree and Plant Protection

1.3 SUBMITTALS

- A. The Contractor shall provide a list of materials and equipment proposed for use during this component of the work. In addition, the Contractor shall submit the Manufacturer's data on bypass pipes or pumps, if deemed necessary, for use during the Project.
- B. The Contractor shall submit a dewatering and work area isolation plan for preapproval to the Owner's Representative at least 10 calendar days prior to beginning work.

PART 2 - PRODUCTS

2.1 ISOLATION, DIVERSION, AND DEWATERING

- A. If surficial streamflow conditions are present, the Contractor shall install a streamflow diversion structure to dewater the portion of stream adjacent to in-water construction, while isolating fish from the work area, as shown in the Contract Drawings. The Contractor shall be responsible for installing and maintaining the work items so that they function as intended throughout the

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duration of the construction work. The water diversion and dewatering system shall be operated continuously, 24 hours per day, 7 days per week, until the stream channel and Live Crib have been satisfactorily constructed.

- B. Additional bypass or dewatering pumping may be required from within the isolated work area for construction of the Live Crib below the anticipated water table. Care shall be taken to effectively minimize the turbidity leaving the work area and entering the free-flowing portion of the creek in accordance with the permits. Wherever special dewatering is used, the dewatering system shall lower the groundwater level in the work area to at least 1 foot below bottom grade of the Live Crib. Positive measures shall be taken to prevent floatation or uplift of partially completed structures until they are able to sufficiently resist water pressures. The pumping and dewatering operations shall be carried out in such a manner that no disturbance to the bearing soil or to soil supporting overlying and adjacent structures from this or any other work will result. The Contractor shall provide complete standby equipment and power sources available for immediate operation as may be required to adequately maintain the dewatering system if it were to become inadequate or fail.
- C. The Contractor shall provide material for temporary instream diversion, isolation, and fish-exclusion measures such as block nets, silt fencing, sandbags, pumps, pipes and/or other suitable means. Instream temporary diversion shall be implemented at locations and at a duration only if approved by the Engineer or Owner's Representative. Block net mesh sizes and other diversion materials shall be in accordance with U.S. Fish and Wildlife Service (USFWS) standard *Recommended Fish Exclusion, Capture, Handling, and Electroshocking Protocols and Standards* (USFWS standards), available at <https://www.fws.gov/sites/default/files/documents/FishExclusionProtocolsStds2012.pdf>.

PART 3 - EXECUTION

3.1 GENERAL

- A. All work shall be performed in accordance with the Hydraulic Project Approval permit. All channel dewatering systems shall be approved by the owner, installed, and operational before any work in the channel can begin.
- B. All instream activities must be completed after the channel has been diverted and all fish can pass through the diverted stream channel.
- C. If any fish salvage operation is required, construction work in the immediate vicinity of fish salvage will be delayed, typically for up to 24 hours.
- D. Turbid water or sediment must not be released into the channel downstream.
- E. If any bypass pumping is approved by the Engineer or Owner's Representative, the Contractor shall also provide pumps with adequate pump capacity, hoses, and personnel as backup to the temporary stream flow bypass system in the event the system becomes nonoperational, as may be required during construction when flow rates in the existing channel exceed the design capacity of the gravity bypass or to maintain a dry work area when installing the Live Crib. Pumps and hoses may also be used to pump seepage flow through the cofferdam into the bypass pipeline to keep water out of the work area. Turbid water shall be discharged to an approved area with

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sufficient capacity to allow for slow infiltration and remain disconnected from the active flow channel. The Contractor shall monitor pumping operation at all times.

- F. Any pumping operation shall use a fish screen that is in accordance with USFWS standards. Pump intake screens shall be sized to prevent fish from being entrained into the pump intake or from being impinged on the intake screen. The screen face should be oriented parallel to flow for best screening performance. The screen shall be designed and used such that it can be submerged with a clearance of at least one screen height above and below the screen.
- G. Upon removal of the temporary stream diversion, the disturbed area shall be regraded to match surrounding topography and reseeded, if needed, as specified in Section 32 50 00 – Site Restoration and Rehabilitation.

3.2 FISH EXCLUSION

- A. The Contractor shall be responsible for completing all fish exclusion activities at the work site, per the requirements of the HPA in preparation for fish salvage. This may include but is not limited to installation of block nets upstream and downstream to exclude fish from the work site. The Contractor shall notify the Contracting Agency a minimum of 3 working days prior to starting any instream construction activities and shall make the stream isolation area safe and accessible to allow the Owner to inspect fish exclusion activities and complete fish transfer. In-water work shall not commence until the Contracting Agency has approved the fish exclusion activities. Fish exclusion activities will be required in any areas connected by surface water to Pearrygin Creek.

3.3 FISH TRANSFER

- A. Fish salvage operations will be conducted by a fish biologist provided by the Owner in accordance with guidelines from USFWS and the Washington Department of Fish and Wildlife, per the requirements of the HPA. The Contractor shall provide at least 3 working days' advance notice before dewatering or isolating any work area. Dewatering and rewatering shall be done in carefully controlled stages for the purpose of inducing volitional movement out of the work area and of salvaging fish. Close coordination will be necessary with the Owner's Representative during this operation. Dewatering will take place as early in the morning as possible. No work will occur within the surrounding area until the fish salvage effort is complete. Construction work in the immediate vicinity of fish salvage will be delayed, typically for up to 24 hours.

3.4 CHANNEL REWATERING

- A. Upon activating the main channel, the main channel will be slowly rewatered, including prewashing and pumping the turbid water to an approved floodplain location with no turbid water returns to the creek, and incrementally increasing flow in the new main channel over a period of hours to prevent loss of surface flow downstream and to prevent a sudden increase in stream turbidity. During rewatering, the site will be monitored by the Contractor to prevent stranding of aquatic organisms below the construction site. Rewatering will be completed under the direct supervision of the Owner.

END OF SECTION

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SECTION 325000 – SITE RESTORATION AND REHABILITATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes requirements for the restoration and rehabilitation of site features and areas impacted by construction.

1.2 RELATED REQUIREMENTS

- A. Section 013300 – Submittal Procedures
- B. Section 311100 – Site Clearing
- C. Section 310000 – Site Earthwork
- D. Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering
- E. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- F. Section 329000 – Seeding
- G. Section 354900 – Large Woody Material and Channel Structures

1.3 REFERENCES

- A. Reference Standards
 - 1. WSDOT. Standard Specifications for Road, Bridge, and Municipal Construction; and Amendments (current edition)
 - 2. ASTM D422. Standard Test Method for Particle-Size Analysis of Soils
 - 3. ASTM D1557. Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lb/ft²)
 - 4. ASTM D2922 – Standard Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods

1.4 SUBMITTALS

- A. The Contractor shall submit certificate data sheets for hydroseed, mulch, and topsoil, which indicate source of supply, variety, and/or composition.
- B. The Contractor shall provide certificates of laboratory tests indicating current sieve analysis data and mix design for asphalt-treated base and asphalt concrete pavement mix designs in accordance with Section 013300 – Submittal Procedures. The certificates shall be provided to the Owner at least 5 calendar days before placement of materials.
- C. Aggregate Base Course: The Contractor shall submit a particle gradation analysis in graph and table form, based on the sieve sizes in these Specifications, for each product specified in this

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section. Products specified in this section shall be approved by the Owner prior to being imported to the site.

PART 2 - PRODUCTS

2.1 HYDROSEEDING

- A. Refer to Section 329000 – Seeding for seed mixture for site restoration and rehabilitation.

2.2 TOPSOIL

- A. Topsoil used for site restoration and site rehabilitation shall conform to requirements in Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics

2.3 HOT MIX ASPHALT CONCRETE PAVEMENT

- A. Hot mix asphalt (HMA) concrete pavement shall be HMA Cl. 1/2-inch PG 64-11 and shall conform with Sections 5-04.2, 5-04.3, 9-02, and 9-03 of the WSDOT Standard Specifications. HMA shall be 3-inch minimum thickness.
- B. Aggregate base course used for HMA concrete pavement subgrades shall conform with Section 9-03.9(3) of the WSDOT Standard Specifications. Aggregate base course shall be 6-inch minimum thickness.

PART 3 - EXECUTION

3.1 DECOMPACTION

- A. Any hardened access road segment or surface area identified on the Contract Drawings or as directed in the field shall be decompacted to promote water infiltration and establish vegetation. Decompaction shall conform to requirements in Section 310000 – Earthwork.
- B. Restoration and rehabilitation areas to be hydroseeded or planted shall be decompacted before seeding or planting is performed.
- C. Decompaction shall consist of loosening all soil in the area being decompacted to a depth of 18 inches (minimum) and a clod size no larger than 8 inches or as shown on the plans.
- D. Do not till slopes greater than 2(H) to 1(V).

3.2 HYDROSEEDING

- A. Hydroseeding of restoration and rehabilitation areas shall conform to requirements in Section 329000 – Seeding.

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3.3 TOPSOIL

- A. Placement of topsoil shall conform to requirements in Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics.

3.4 HOT MIX ASPHALT CONCRETE PAVEMENT

- A. The Contractor shall place HMA concrete pavement over prepared base course or asphalt treated base in a single lift. Methods of proportioning, mixing, transporting, laying, processing, rolling, and compacting the material, and the standards of workmanship shall conform to the applicable requirements of Division 5 of the WSDOT Standard Specifications.
- B. The HMA concrete pavement shall be rolled and compacted to the density of existing pavement to be replaced. Asphalt or asphalt stains that are noticeable on surfaces of aggregate, structures or other items that will be exposed to view shall be promptly and completely removed.
- C. All joints of HMA concrete pavement shall be sealed with asphalt cement. The asphalt paint binder, or tack coat, shall conform in all respects to Section 5-04 of the WSDOT Standard Specifications. After pavement is in place, all joints shall be sealed with hot asphalt cement (AR 4000 W). All costs of sealing the pavement shall be included in the cost for asphalt concrete pavement.

3.5 CONSTRUCTION ACCEPTANCE

- A. The Contractor shall protect and care for all seeded restoration areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient and continuous watering of all seeded areas until final acceptance.
- B. The Contractor shall guarantee landscaping materials and workmanship for a period of 2 years following the date of Project acceptance. During the 2-year guarantee period, should any seed areas show signs of failure such as dead or dying areas of grass or bare spots, the Contractor shall repair or replace all deficient areas to the satisfaction of the Owner.

END OF SECTION

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SECTION 328400 – PLANTING IRRIGATION

PART 1 – GENERAL

1.1 SUMMARY

- A. Work in this section includes all labor, materials, and equipment to install an irrigation system as shown on the Contract Drawings.

1.2 RELATED REQUIREMENTS

- A. Section 329000 – Seeding
- B. Section 329300 – Plants

1.3 PERFORMANCE REQUIREMENTS

- A. Work shall consist of protecting and connecting to an existing irrigation main line and providing and installing all material necessary for a fully functioning drip irrigation system, including pipe, valves, fittings, drip heads, battery operated automatic control equipment, and all appurtenances. The irrigation system shall be installed on-grade.
- B. Included shall be all labor for plumbing, mechanical connections, and other labor necessary for a fully functional and satisfactorily operating irrigation system. The Contractor shall furnish a complete and operable system covering the planting areas as indicated on the Contract Drawings.

1.4 SUBMITTALS

- A. Submit product data, a minimum of 30 calendar days before beginning Work, unless otherwise approved. Include data for all products to be installed in these systems. Include material showing manufacturer's name, catalog numbers, catalog cuts, technical data, manufacturers' installation, operation and maintenance instructions, and warranty information for each product.
- B. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.
- C. Point of Connection Water Pressure Test: Test water pressure at the irrigation system point of connection (outlet using the irrigation pump) prior to beginning Work. Submit test results to the Owner. Refer to Contract Drawings for existing POC pressure with existing pump operating.
- D. Site Inspection Report: Submit statement confirming that a site inspection has been conducted, noting discrepancies between ground measures and plans, hazards or site conditions that will interfere with installation, or operation of the system prior to beginning of Work.
- E. Operation and maintenance data:
 - 1. Submit controller timing schedule. The controller timing schedule should indicate the water duration necessary to keep the plants alive.
 - 2. Provide the as-built zone map, controller chart, and controller timing schedule, folded into a plastic envelope, for turnover to the State Parks Department.

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3. Instructions for system winterization shall be included.
- F. As-built Drawings:
1. Maintain a complete set of As-built Drawings, corrected daily, to show design and specification changes and location of system components. Submit copies as requested.
 1. At completion, submit an electronic file at the same scale as the construction plans indicating the elevations of mainlines, valves, backflow preventers, zone outlines and other system elements and their locations with dimensions from fixed site features.

1.5 QUALITY ASSURANCE

- A. Irrigation sprinkler system installation shall be under the direction of a Washington State licensed landscape irrigation contractor.
- B. Quality of Work: All materials and equipment shall be installed in a neat and professional manner. The Owner reserves the right to direct removal and replacement of any items that, in the Owner's opinion, do not present an orderly and neat or professional appearance. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost to the Owner.

1.6 PROJECT CONDITIONS

- A. Environmental requirements: Perform work under environmental conditions suitable for the tasks being undertaken.
- B. Ordinances, codes, and regulations: All local, municipal, and state laws, rules, and regulations governing or relating to any of this Work are hereby incorporated into and made part of these Specifications, and its provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with the abovementioned rules, regulations, or requirements. Where conflict may occur, rules, regulations, or requirements of the governing code shall be adhered to. However, when these Specifications and/or Contract Drawings call for or describe materials, skilled labor, or construction of a better quality, higher standard or larger size, these Specifications and/or Contract Drawings shall take precedence over the requirements of said rules, regulations, and codes.
- C. Existing conditions:
 1. Visit the site and note conditions that affect Work under this section.
 2. Locate all utilities, lines, and piping in the Work area. Provide adequate protection during all phases of Work.
 3. Repair utilities, lines, and piping damaged by this Work to the satisfaction of the owner of each line at no change in Contract Price.
 4. Notify the Owner of unsatisfactory conditions. Proceed with Work only after conditions have been corrected.
 5. Field Measurements: Take field measurements of irrigated areas to determine if differences occur between the Contract Drawings and ground dimensions. Notify the Owner's Project Manager of differences before proceeding with Work.
- D. Exact location of all existing utilities and structures, whether or not indicated on the Contract Drawings, shall be determined by the Contractor. The Contractor shall complete a utility locate prior to any work. Any of the Owner's property, including existing buildings,

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equipment, piping, pipe covering, sewers, sidewalks, or landscaping, damaged by the Contractor during the course of the Work shall be replaced or repaired by the Contractor in a manner satisfactory to the Owner at the Contractor's expense before final payment is made.

1.7 MATERIALS AND QUALITY OF WORK

- A. General: Whenever any material is specified by name/number, such specifications are for the purpose of facilitating a description of materials and establishing quality and shall be deemed and construed to be followed by the words "Or Equal." No substitutions will be permitted that have not been submitted for prior approval to the Owner. All materials shall be new, without flaws or defects, and shall be the best of its class and kind. Furnish sufficient descriptive literature and/or samples for any material submitted as "equal" substitutes.
- B. Skilled labor: All materials and equipment shall be installed in a neat and professional manner. The Owner or Owner's representative reserves the right to direct removal and replacement of any items that in its opinion do not present an orderly and neat or professional appearance. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost to the Owner.

1.8 SEQUENCING AND SCHEDULING

- A. Complete irrigation system installation and make it fully operational before landscape planting and seeding take place.
Irrigation work is not permitted during the following conditions:
 - a. When the temperature is less than 35°F or greater than 90°F
 - b. When the planting area's soil is saturated, frozen, or dry
 - c. When wind velocities are greater than 30 miles per hour
- B. Thirty days prior to beginning Work, submit a work schedule, which is to include dates, location, and type of Work to be performed.
- C. Irrigation water to the site is typically shut off at the end of the first full week in October of each year. The Contractor shall plan irrigation installation and testing prior to irrigation shutoff. Alternatively, the Contractor shall measure static water pressure in the irrigation main prior to shutoff, duplicate water supply pressure, and conduct irrigation system testing with a Contractor-supplied water source.

1.9 WARRANTY

- A. Refer to the General Conditions.
- B. Additional requirements:
 - 1. Correct irrigation system problems or damage within 5 working days of notice until final acceptance of the irrigation system.

PART 2 – PRODUCTS

2.1 GENERAL

- A. For equipment material or model, refer to the Irrigation Legend and Schedule on the Contract Drawings

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2.2 DRIP EMITTERS

- A. Drip Irrigation: Refer to Contract Drawings
- B. Fittings: All fittings shall be Schedule 40 PVC.

2.3 PIPE

- A. Plastic pipe: Rigid unplasticized extruded from virgin parent material. If water is recycled, pipe shall be color-coded purple and marked "DO NOT DRINK" for reclaimed water of size. Pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents. Damaged pipe or pipe rejected because of defects shall be removed from the site at the time of rejection.
 - 1. Lateral line: Rain Bird 3/4-inch PVC Drip Line
 - 2. Mainline Pipe 2-inch and smaller: Poly Drip Line
- B. Point of Connection plastic pipe fittings: Schedule 80 nipples or couplings manufactured of the same material as the pipe and suitable for solvent weld, slip joint ring right seal, or screwed connection. Slip fittings' socket taper shall be so sized that a dry, unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted.
- C. Delivery: Plastic pipe shall be delivered to the site in unbroken bundles or rolls and packaged in such a manner as to provide adequate protection for pipe ends, either threaded or plain.
- D. Irrigation pipe Sleeving: Schedule 40 PVC (twice the pipe diameter size)
- E. Wire sleeving: 1-inch Schedule 80 minimum
- F. PVC solvent cement: In accordance with ASTM International (ASTM) D2564-7a

2.4 VALVES

- A. Gate Valves: Refer to Contract Drawings.
- B. Irrigation Remote Control Valves: Refer to Contract Drawings.
- C. Winterization flush valves: provide flush valve at all low points of the system and at the end of every mainline.
- D. Quick coupler valve: Brass two-piece construction. Rain Bird 33DLRC Series with locking cover and matching key and swivel hose ell for each quick coupler (Turn over two each Quick Coupler Keys to the Owner at the end of the Contract)
- E. Fittings: All valve fittings (male adapters, unions, nipples, pipe, and elbows) shall be Schedule 80 PVC
- F. ID tags: Christy's ID-STD-P2 preprinted waterproof valve tags

2.5 CONTROL WIRE

- A. General: No. 14 single-strand copper, designed for 24 to 50 volts, UL approved, Type Underground Feeder. The copper conductor must meet or exceed ASTM B-3 specifications. White: common. Red: valve impulse. Third color: run three spare wires to each valve box to the farthest valves as a spare.

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- B. Wire Connectors: Rain Bird WC20 wire connector or (Rain Bird Approved Equal) pre-bid approved equal

2.6 BOXES

- A. General: Rain Bird VB-STD-H valve box, or Owner approved equal. Size shall accommodate equipment.

2.7 CONTROLLER

- A. Rain Bird Refer to Contract Drawings. Install in Valve Box with Irrigation Remote Control Valve.
- B. Control Zone Kit: Refer to Contract Drawings

2.8 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kind, and subject to the approval of the Owner.

PART 3 – EXECUTION

3.1 GENERAL

- A. Install all materials and equipment in strict accordance with manufacturer's written instructions and recommendations and local and state codes, laws, ordinances, and regulations.
- B. Turn off and turn on: The following requirements are applicable to seasons during the construction Contract time frame until substantial completion. The Contractor shall turn off and winterize the entire system to prevent freezing damage at the end of watering season during the first year. The system will be turned on by the Contractor in the spring, and checkout will be made to ensure proper operation for the coming season in the first year.
- C. Point of connection water pressure test: Test water pressure at the irrigation system point of connection prior to beginning work.
- D. Irrigation work shall occur after topsoil and jute fabric installation and prior to installation of planting, and seeding.

3.2 EARTHWORK

- A. The irrigation system will be placed on-grade. Excavating, trenching, and backfilling is not included.

3.3 PIPING INSTALLATION

- A. General: Install in a manner to provide for expansion and contraction, as recommended by manufacturer. Cut plastic pipe to ensure a square cut. Remove burrs at cut ends prior to installation. Install piping free of sags and bends. Solvent weld or slip seal all plastic joints. Only solvent recommended by the pipe manufacturer shall be used. Install all plastic pipe and fittings as shown and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for correct installation.

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- B. Install groups of pipes parallel to each other, spaced a minimum of 3 inches to permit servicing.
- C. Install PVC piping in dry weather when temperature is above 40°F. Allow joints to cure at least 24 hours at temperatures above 40°F before testing or per the pipe manufacturers requirements).
- D. Poly mainline installed in existing pipe sleeves is to be installed to Uniform Plumbing Code standards. Use non-potable marking tape.

3.4 JOINT CONSTRUCTION

- A. Remove scale, slag, dirt, and debris from inside and outside pipe and fittings before assembly.
- B. Joints: All plastic-to-metal joints shall be made with plastic Schedule 80 male adaptors. Care should be taken at solvent joints not to use an excess amount of solvent. Allow PVC joints to set at least 24 hours before pressure is applied to the system. Use pre-primer at joints.
- C. PE piping fastener joints: Join with insert fittings and bands or fasteners according to the piping manufacturer's written instructions.
- D. PVC piping solvent-cemented joints: Clean and dry joining surfaces. Join pipe and fittings according to the piping manufacturer's written instructions and according to the following:
 - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
- E. PVC pressure piping: Join schedule number, ASTM D1785, PVC pipe, and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
- F. PVC non-pressure piping: Join according to the piping manufacturer's written instructions and according to ASTM D2855.

3.5 VALVES

- A. Stake location of all valve boxes for approval prior to installation. Before installation, the supply line must be thoroughly flushed. Use valve box extensions to ensure the box extends completely below the bottom of the valve. Install locking cover bolts.
- B. Refer to Contract Drawings for depth of valve boxes, rebar sizes, and locations.

3.6 DRIP IRRIGATION INSTALLATION

- A. Install drip emitters after hydrostatic test is successfully completed. (See Article 3.8, Field Quality Control: Tests and Inspections.)
- B. Using a Xeriman tool, insert emitters directly into the 3/4-inch drip tubing
- C. Install emitters, adjusting the location as necessary to achieve maximum coverage as intended. Set emitters perpendicular to finish grade unless otherwise indicated.

3.7 AUTOMATIC IRRIGATION-CONTROL SYSTEM

- A. General: Install electrical control wire and conduit. There shall be no splices of wires between valves and controller.

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- B. Connections at controller: Each control valve is connected to one station of controller and have wire sizes as shown or as specified. Provide a separate common-ground wire system. Provide a junction box at the controller location for connection. Connect master valve to master valve start circuit on the controller.
- C. Underground splices: Vinyl insulated connectors and sealed in epoxy resin. Splices are to be made in electrical junction boxes, 3M-DBY or as approved by the Irrigation Controller Manufacturer.

3.8 FIELD QUALITY CONTROL: TESTS AND INSPECTIONS

- A. Schedule: Provide 7 days' notice for test requests.
- B. Leak test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist. Request no tests until confident work will pass.
- C. Mainline pressure test: After flushing is complete, pressure test mainline with all valves installed in operating order (flow control in working position), and associated isolation valves open, to 150 pounds per square inch (psi) (for 2 hours). The system will pass the test when it maintains a less-than-5% drop in a 30-minute time period in the presence of the Owner's Project Manager. The mainline will be tested as one integral and complete unit. Subsequent breaks or other breaches of mainline integrity require retesting of the entire mainline.
- D. Operational test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
- E. Test and adjust controls. Replace damaged and malfunctioning controls and equipment.
- F. Perform a water coverage test in the presence of the Owner Project Manager to determine whether water coverage and system operation is adequate for planting.
- G. Irrigation products will be considered defective if they leak and do not pass tests and inspections.

3.9 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each zone circuit.
- C. Adjust emitters and devices so they will be flush with finish grade.

3.10 PROTECTION (AND WINTERIZATION)

- A. Deactivate and drain system prior to onset of freezing season and reactivate at onset of spring season. Accomplish each at least once during the warranty period. If construction is completed when the system is not in use, winterize after testing. Certify by letter dates of winterization/activation. Repair damage from failure to comply.
- B. When using compressed air to winterize the system, do so in short cycles at no more than 40 psi of air pressure. Do not allow pipe close to the compressor to get hot to the touch.

END OF SECTION

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SECTION 329000 - SEEDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes the provision of all labor, equipment, and materials necessary for the installation of hydroseed.

1.2 RELATED REQUIREMENTS

- A. Section 011400 – Work Restrictions
- B. Section 015713 – Temporary Erosion Control and Construction Stormwater Management
- C. Section 311000 – Site Clearing
- D. Section 325000 – Site Restoration and Rehabilitation
- E. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- F. Section 329300 – Planting

1.3 SUBMITTALS

- A. Seed: Submit the seed vendor's certification for required grass seed mixture, indicating percentage by weight and percentages of purity, rumination, and weed seed for each species.
- B. Fertilizer: Submit product data sheets indicating compliance with product requirements.
- C. Hydromulch: Submit product data sheets indicating compliance with product requirements.
- D. Soil binder: Submit product data sheet demonstrating conformance with product requirements.

1.4 QUALITY ASSURANCE

- A. Seed shall be furnished in containers that show the following information: seed name, lot number, net weight, percentage of purity, germination, weed seed, and inert material. Seed that has become wet, moldy, or otherwise damaged will not be accepted. Seed shall conform to the requirements of the Washington State Seed Law and, when applicable, the Federal Seed Act, and it shall be "certified" grade or better.
- B. Fully mixed product, including soil binding agent and additives must meet specification and testing requirements as described in WSDOT Standard Specification 9-14.5(2).

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1.5 FIELD QUALITY CONTROL

A. Grading Inspection

1. Rough grading shall be inspected and approved by the Owner prior to placement of soil amendments.
2. Finish grading shall be inspected and approved by the Owner prior to seed application.

1.6 GUARANTEE AND REPLACEMENT

- A. The Contractor shall protect and care for all seeded and sodded areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient and continuous watering of all seeded areas until final acceptance.
- B. Seeded areas must have a uniform stand of grass defined as uniform, vigorous growth with no bare spots more than 6 inches square at the time of provisional acceptance. All areas failing to vigorously establish for any reason whatsoever within 90 days after germination or a growing season, whichever is longest, shall be reseeded at the Contractor's expense.
- C. The Contractor shall guarantee landscaping materials and workmanship for a period of 1 year following the date of Project acceptance. During the 1-year guarantee period, should any seed areas show signs of failure such as dead or dying areas of grass or bare spots, the Contractor shall reseed all deficient areas to the satisfaction of the Owner.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The materials used in performing the Work shall conform to the material specifications listed in this section.

2.2 FERTILIZER FOR HYDROSEEDING AREAS

- A. Finely ground dolomitic lime shall be retained by Taylor Standard Sieves as follows:
 1. No. 20 sieve: retains 0.0%.
 2. No. 100 sieve: retains 25%.
- B. Hydroseeding installation fertilizer shall be approved by the Owner. The guaranteed fertilizer analysis shall be as follows:

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Total nitrogen (N):	15%
Ammoniacal nitrogen	4.6%
Urea nitrogen:	3.2%
Coated slow-release urea nitrogen	3.3%
Slowly available water-soluble nitrogen*	2.3%
Water-insoluble nitrogen	1.6%
Available phosphoric acid (P ₂ O ₅)	22%
Soluble potash (K ₂ O)	15%
Sulfur (S)	4%
Boron (B)	0.06%
Copper (Cu)	0.06%
Iron (Fe)	1%
Manganese (Mn)	0.15%
Zinc (Zn)	0.14%

Notes:

The fertilizer shall be derived from urea, sulfur-coated urea, methylene ureas, ammonium phosphate, sulfate of potash, muriate of potash, iron sulfate, calcium and sodium borate, copper oxide and sulfate, and iron.

*Slowly available water soluble nitrogen from methylene ureas

2.3 HYDROMULCH FOR HYDROSEEDING AREAS

- A. Mulch shall be wood cellulose fiber from alder containing no growth- or germination-inhibiting substances. A soil-binding agent (tackifier) is required. Mulch shall be dyed a suitable color to facilitate placement coverage observation. The wood cellulose fiber carrier shall consist of pure wood-fiber products with tackifier and shall be Conwed Fiber Mulch 2000 or equal.

2.4 SOIL BINDING AGENT (TACKIFIER)

- A. The soil-binding agent shall consist of nontoxic biodegradable materials that are environmentally safe, such as Hydrostraw Guar Plus ESI - TAK or approved equivalent. The tackifier shall be applied, at a minimum, in quantities sufficient to equal the retention properties of guar gum when applied at a rate of 60 gallons per ton of mulch.

2.5 SEED MIX

- A. Seed to be used in hydroseeding shall meet the requirements of Section 9-14.2 of the Washington State Department of Transportation Standard Specifications. Seed shall be packed in clean, sound containers of uniform weight.
- B. Native seed mixes are available from the following supplier (or equivalent):

BFI Native Seeds
Moses Lake, Washington
(509) 765-6348

- C. Upon request, the Contractor shall furnish to the Owner duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed-testing laboratory. Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

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D. Hydroseed will be composed of the following species, by weight:

1. Grasses

- a. *Pseudoroegneria spicata* (Bluebunch wheatgrass): 20%
- b. *Elymus glaucus* (Blue wildrye): 20%
- c. *Festuca idahoensis* (Idaho fescue): 20%
- d. *Bromus marginatus* (Mountain Brome): 20%
- e. *Koeleria macrantha* (Prairie Junegrass): 10%
- f. *Poa secunda* (Sandberg bluegrass): 10%

E. The seed mix shall also meet or exceed the following:

- a. Minimum pure seed percent: 98%
- b. Minimum germination percent: 90%
- c. Maximum weed seed percent: 0.5%

PART 3 - EXECUTION

3.1 SITE PREPARATION

A. The Contractor shall notify the Owner no less than 48 hours in advance of any seeding operation and shall not begin the Work until areas prepared for seeding have been approved. Following the Owner's approval, seeding of the approved areas shall begin immediately. All soil preparation operations, decompaction, and cleanup of debris shall be done prior to seeding and shall be approved by the Owner.

B. The Contractor shall prepare seeding areas as follows:

- 1. Remove all excess material, debris, stumps, and rocks greater than 3 inches in diameter from areas to be seeded. Dispose of removed materials off site.
- 2. Prepare roadside seeding area to weed free and bare condition.
- 3. Bring area to uniform grade and install topsoil or compost as shown in the Contract Drawings.
- 4. Compact to provide a reasonably firm but friable seedbed; tractor walk to uniformly cover the surface with longitudinal depression at least 2 inches deep formed perpendicular to the natural flow of water on the slope. Condition the soil with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.
- 5. Seed within 2 days of preparation.

3.2 SEEDING SCHEDULE

A. The time period for seeding shall be October 1 through October 31. No seeding work shall be done before or after these dates without the Owner's written approval. No seeding shall take place on weekends or legal holidays without prior written approval by the Owner.

B. All areas that are completed to grade shall be prepared and seeded during the planting period and shall not be allowed to sit idle for long periods without receiving erosion control measures

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specified in Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention.

- C. When environmental conditions are not conducive to acceptable results from seeding operations, the Owner may order the Work suspended, and it shall be resumed only when the desired results are likely to be obtained.

3.3 HYDROSEEDING

- A. Fertilizer, seed, and mulch shall be applied in one operation with approved hydraulic equipment. The Contractor shall apply materials at the following rates:
 - 1. Mulch: 50 pounds per 1,000 square feet
 - 2. Seed: .1 pounds per 1,000 square feet (40 pounds per acre)
 - 3. Hydroseeding installation fertilizer: 15-22-15, 10 pounds per 1,000 square feet
 - 4. Soil-binding agent: 1 pound per 1,000 square feet
- B. Seeding shall occur after final restoration to grade is completed.
- C. Seeding shall not be done during windy weather or when the ground is frozen.
- D. The Contractor shall give the Owner 48 hours' notice prior to seeding operation.
- E. Equipment shall utilize water as a carrying agent, utilizing a built-in continuous agitation system. Equipment with a gear pump is not acceptable.
- F. The Contractor shall pump a continuous, nonfluctuating supply of homogenous slurry to provide a uniform distribution of material over designated areas.

3.4 MAINTENANCE

- A. The Contractor shall maintain seeded areas during the warranty period until grass and forb mix is well-established and exhibits a vigorous growing condition.
- B. A dense and uniform 50% canopy cover of specified species shall cover all seeded areas after active growth following germination during the first growing season. Canopy cover is defined as the cover of living species and vigorous grass blades, leaves, and shoots of specified species. Weeds shall not factor into the canopy cover. Growth and establishment may require supplemental watering to meet cover requirements.
- C. Water the seeded area within the first 24 hours of initial planting and not less than twice per week (including rain) until Substantial Completion.
- D. Maintenance during 1-year warranty period shall include protection, weeding, mowing, and watering in hydroseed areas.

3.5 PHYSICAL MAINTENANCE

- A. Inspection to determine Substantial Completion of seeded areas will be made by the Owner upon the Contractor's notification of completion. The Contractor may request a specific

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inspection date, provided that the request is made at least 5 working days before the requested inspection date.

1. Seeded areas will be accepted, provided all requirements, including maintenance, have been complied with and grass and forb planting is well-established and exhibits a vigorous growing condition.
2. Areas failing to grass and forb establishment shall be reseeded at the Contractor's expense.

B. Following the 1-year warranty period, the Owner will assume maintenance duties.

3.6 CLEANING

- A. The Contractor shall perform cleaning during installation of and upon completion of the Work. The Contractor shall remove from the site all excess materials, soil, debris, and equipment and shall repair the damage resulting from seeding operations.

END OF SECTION

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SECTION 329113 – SOIL PREPARATION, FINISH GRADING, AND EROSION CONTROL FABRICS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes furnishing and installing salvaged-topsoil and compost organic soil amendment for seeded and planted areas as shown on the Contract Drawings. The Work includes furnishing and installing biodegradable erosion-control fabric, including jute matting.

1.2 RELATED REQUIREMENTS

- A. Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention
- B. Section 310000 – Earthwork
- C. Section 311000 – Site Clearing
- D. Section 325000 – Site Restoration and Rehabilitation
- E. Section 329000 – Seeding
- F. Section 329300 – Planting

1.3 QUALITY ASSURANCE

- A. All products supplied shall comply with applicable state and local codes.

1.4 SUBMITTALS

- A. Submit the following samples to the Owner for approval:
 - 1. Compost Organic Soil Amendment (5-pound bag) with soil analysis test
- B. Submit the following material certification/data sheets:
 - 1. Jute matting

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1.5 PROJECT CONDITIONS

- A. Keep site clean and free from debris and affected drains open and free-flowing at all times. Protect drains with filter fabric covers during construction. Appropriate erosion control measures shall be employed in accordance with Section 015713 – Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention.

PART 2 - PRODUCTS

2.1 COMPOSTED ORGANIC SOIL AMENDMENT

- A. The Composted Organic Amendment shall consist of 100% decomposed organic mulch material and shall consist of yard waste debris or other organic waste materials that have been sorted, ground, aerated, and aged, and shall be fully composted, stable, and mature (nonaerobic). The composting process shall last at least 6 months, and the organic amendment shall have a uniform dark, soil-like appearance and consist of 100% recycled content. The compost shall meet the requirements of Section 9-14.4(8), Compost, of the Standard Specifications, for “Fine Compost.” In addition, the organic amendment shall have the following physical characteristics:

1. Shall be certified by the Process to Further Reduce Pathogens (PFRP) guideline for hot composting as established by the U.S. Environmental Protection Agency (EPA).
2. Shall be fully mature and stable before usage.
3. Shall be screened using a sieve no finer than 1/4 inch and no greater than 1 inch. Based on the dry weight of the total organic amendment sample, it must comply with the following percent by weight passing:

<u>Sieve Size</u>	<u>Maximum %</u>	<u>Minimum %</u>
1 inch		100
5/8 inch	100	90
1/4 inch	100	75

4. Meets “composted materials” definition in Washington Administrative Code (WAC) 173-350 Section 220, available at:
<http://www.ecy.wa.gov/programs/swfa/compost/>.
5. Minimum organic matter shall be 40% dry-weight basis, as determined by Test Methods for the Examination of Compost and Composting (TMECC) 05.07A, “Loss-on-Ignition Organic Matter Method (LOI).”
6. Has organic matter content >40% and a carbon-to-nitrogen ratio of 15:1 to 25:1.
7. Soluble salt contents shall be <4.0 millimhos per centimeter (mmhos/cm), tested in accordance with TMECC 04.10-A “Electrical Conductivity.”
8. Shall have heavy metal concentrations that conform with Table 220-B of WAC 173-350-220, as follows:
 - a. Arsenic ≤20 parts per million (ppm)
 - b. Cadmium ≤10 ppm
 - c. Copper ≤750 ppm
 - d. Lead ≤150 ppm
 - e. Mercury ≤8 ppm

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- f. Molybdenum ≤ 9 ppm
- g. Nickel ≤ 210 ppm
- h. Selenium ≤ 18 ppm
- i. Zinc $\leq 1,400$ ppm

9. Shall be certified by PFRP guidelines for composting as established by EPA.

2.2 ON-SITE SITE SALVAGED TOPSOIL

- A. On-site salvaged topsoil shall consist of the surficial 6-inch strippings from clearing and grubbing operations per Section 311000 – Site Clearing, with stones and wood pieces more than 3 inches in diameter removed.

2.3 JUTE MATTING

- A. Jute matting shall be of a uniform, open, plain weave of unbleached, single yarn. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than half of its normal diameter. Jute matting shall be furnished in rolled strips approximately 50 yards in length. Matting width shall be 48 inches with an average weight of 0.92 pound per square yard. A tolerance of ± 1 inch in width and 5% in weight will be allowed.

2.4 WOOD STAKES FOR JUTE MATTING

- A. Stakes shall be 2- by 2-inch Douglas fir with one tapered end and 2 feet in length. No split or badly splintered stakes will be accepted.

PART 3 - EXECUTION

3.1 PREPARATION OF SUBGRADE

- A. Obtain Owner approval of subgrade prior to work in this section. Rip, disc, or scarify subgrade soils to a minimum depth of 12 inches, except within driplines of existing trees to remain. Subgrade elevations shall be set to accommodate the depth of the soil amendment or topsoil as specified on the Contract Drawings. The allowed tolerance is 0.10 foot.

3.2 PLACING TOPSOILS

- A. On-Site Salvaged Topsoil:
 - 1. Scarification: Scarify or till subgrade to a minimum depth of 12 inches. Entire surface should be disturbed by scarification. Do not scarify within dripline of existing trees to be retained.
 - 2. Planting Areas to receive on-site salvaged topsoils:
 - a. Install 3-inch lift of on-site salvaged topsoil and rototill into prepared subgrade.

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- b. Install final 3-inch lift of on-site salvaged topsoil and perform fine grading. Rake beds to smooth and remove surface rocks >2 inches in diameter.
- c. Refer to Section 329300 – Planting for installing mulch at planting areas.

B. Planting Areas to receive Compost Organic Soil Amendment:

- 1. Install 3-inch lift of compost organic soil amendment and rototill into prepared subgrade.

3.3 FINE GRADING

- A. Perform fine grading to attain finish grades as shown on the Contract Drawings.
- B. Rake out all rocks, roots, sticks, and other debris >1 inch in diameter or sticks longer than 3 inches. Leave surface even and readily able to accommodate planting installation. For compaction, refer to Section 310000 – Earthwork.

3.4 JUTE MATTING INSTALLATION

- A. Immediately following the establishment of the finished grade, jute matting shall be unrolled parallel to the flow of water in the areas identified on the Contract Drawings. Where more than one strip of jute matting is required to cover the given area, it shall overlap the adjacent mat by a minimum of 4 inches. The upslope end of each strip of jute matting shall be staked and buried in a 6-inch-deep trench with the soil firmly tamped against the mat. Three stakes per width of matting (one stake at each overlap) shall be driven below the finish groundline prior to backfilling of the trench. The Owner may require that any other edge exposed to more than normal flow of water or strong prevailing winds be staked and buried in a similar manner.
- B. The edges of jute matting shall be buried around the edges of catch basins and other structures. Jute matting and an erosion control blanket must be spread evenly and smoothly and be in contact with the soil at all points.
- C. Jute matting shall be held in place by approved wooden stakes driven vertically into the soil. The matting and blanket shall be fastened at intervals ≤ 3 feet apart in three rows for each strip of the matting and blanket, with one row along each edge and one row alternately spaced in the middle. All ends of the matting and blanket and check slots shall be fastened at 24-inch intervals across their width. The length of fastening devices shall be sufficient to securely anchor the matting and blanket against the soil, and the fastening devices shall be driven flush with the finished grade.

3.5 INSPECTION

- A. The Contractor shall notify the Owner ≥ 48 hours in advance of the time of inspection required for completion of soil preparation before the planting of trees, shrubs, and groundcover can occur.

END OF SECTION

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SECTION 329300 - PLANTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes the provision of all labor, equipment, and materials necessary for installation of landscaping as shown and specified, including, but not limited to, installation of fertilizer, plant material, mulch and cleanup, and maintenance through final acceptance.

1.2 RELATED REQUIREMENTS

- A. Section 311000 – Site Clearing
- B. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- C. Section 329000 – Seeding

1.3 QUALITY ASSURANCE

- A. Conform with the following standard specifications, except as supplemented or modified hereinafter:
 - 1. Plant names: "International Code of Nomenclature for Cultivated Plants," 2009, published by the International Society for Horticultural Science, www.actahort.org; names not present in this listing shall conform to accepted nomenclature in the nursery trade.
 - 2. Quality standards: "American Standard for Nursery Stock," approved by American National Standards Institute Z60.1-2014 and published by the American Horticulture Industry Association, www.AmericanHort.org
 - 3. Plant source: Plants shall be purchased from state-licensed plant nurseries.
- B. All plants shall be nursery-grown or -collected materials that have been held in a nursery for at least 1 year. Nursery climatic conditions must be similar to those in the locality of the Project. All plants shall be weed free at the time of planting.
- C. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable at no additional cost, provided that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

1.4 SUBMITTALS

- A. Plant Nursery Sources and Photographs

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1. Contractor shall submit a list of nurseries supplying all plant species shown on the Contract Drawings.
2. Contractor shall submit representative photographs of each species taken at selected nurseries.

B. Submit the following material samples:

1. Mulch submittal: The Contractor shall notify the Owner of the source of supply and provide a 1-gallon sample for approval before installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in such a manner as to prevent wetting and deterioration of the fertilizer.
- B. Dig, pack, transport, and handle plants with care to ensure protection against damage. Inspection certificates required by law shall accompany each shipment invoice or order to stock. On arrival, the certificate shall be filed with the Owner. Protect all plants from desiccation. Wilt-Pruf or another antidesiccant shall be applied only with approval of the Owner. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Owner. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- C. Cover plants transported on open vehicles with a protective covering to prevent windburn.
- D. Provide dry, loose soils for planting. Frozen or muddy soil is not acceptable.
- E. Stock shall be handled by root balls or containers only, not by the trunks, stems, or tops.

1.6 PROJECT CONDITIONS

- A. Work notification: notify the Owner at least 5 working days prior to the installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by planting operations.
- C. Do not install plant material when ambient temperatures may drop below 35°F or rise above 80°F.
- D. Do not install plants when wind velocity exceeds 30 miles per hour (mph).
- E. Confine work to designated areas. Do not disturb existing vegetation outside the Project limits and protect all trees, shrubs, and ground cover within the Project limits not designated to be removed. Do not permit vehicular traffic or materials storage under or around new or existing trees.

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1.7 SEQUENCING AND SCHEDULING

- A. Planting vegetation, including live stakes, shall be performed between October 1 and October 31. Planting at other times shall only be done with written permission by the Owner and only if an irrigation system is available at the site at the time of planting.

1.8 WARRANTY

- A. Remove and immediately replace all plants, as determined by the Owner, to be unsatisfactory during the initial planting installation.
- B. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 1 year after the date of Substantial Completion. Inspection of plants will be made by the Owner when plants are delivered to the site and at Final Completion.
- C. Replace, in accordance with the Contract Drawings and these Specifications, all plants that are dead or, as determined by the Owner, in an unhealthy or unsightly condition and have lost their natural shape due to dead branches or other causes due to the Contractor's negligence. Two replacement plants of the same species shall be procured for every dead plant. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for 1 year after Substantial Completion or installation, whichever is longer.
- D. Warranty shall not include damage or loss of trees, plants, or ground covers caused by wildlife, fires, floods, freezing rains, lightning storms, or winds >75 mph, winter kill caused by extreme cold and severe winter conditions not typical of the planting area, acts of vandalism, or negligence on the part of the Owner.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

- A. Plants: Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from weeds, defects, disfiguring knots, sunscald injuries, and abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids, open spaces, broken branches, flush cuts, or stubs.
 - 1. Container-grown stock (including plugs) are defined as having been grown in a container for a sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
 - c. No pruning wounds shall be present with a diameter of more than 1/2 inch, and such wounds must show vigorous callousing on all edges. Trees shall not be pruned within 6 months prior to delivery.
 - d. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and

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one terminal bud and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches will be rejected.

B. Live Stakes and Poles

1. Live stakes and poles are live plant material cuttings without a previously developed root system. Source plants shall be dormant when cuttings are taken, and all cuts shall be made with a sharp instrument.
2. Live stakes and poles may be collected. If live stake and poles are collected, the requirement to be nursery grown or held in nursery conditions does not apply. Written permission shall be obtained from the Owner before live stake and poles cuttings are collected. The Contractor shall collect poles and live stakes and pole cuttings in accordance with applicable sensitive-area ordinances. Live stake and pole cuttings shall meet the following requirements:
 - a. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45° angle. Live stakes are cut from 1- to 2-year old wood. Live stake cuttings shall be cut and installed with the bark intact, with no branches or stems attached, and shall be of the minimum dimensions shown on the Contract Drawings.
 - b. Pole cuttings shall have a minimum dimension as shown on the Contract Drawings and no more than three branches, which shall be pruned back to the first bud from the main stem.

2.2 MULCH

- A. Bark or wood-chip mulch shall be derived from Douglas fir, pine, or hemlock species. It shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust shall not be used as mulch. Bark or wood chips shall conform to Washington State Department of Transportation Standard Specification 9 14.4(3), Bark or Wood Chip Mulch, and shall meet the following loose-volume gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>Minimum %</u>	<u>Maximum %</u>
2-inch	95	100
No. 4	0	30

2.3 HERBIVORE EXCLUSION FENCING

- A. Wire mesh fencing fabric shall be a welded wire, 2- by 2-inch square mesh, 0.092-inch diameter wire. Steel wire shall be plain carbon steel, hot-dip galvanized after fabrication.
- B. Wire mesh fencing fabric shall be 4 feet high and of the standard roll length.
- C. Fence posts shall be 6-foot total length T-post agricultural fence post with welded steel plate for belowground stability designed for supporting 4-foot aboveground fencing. Plain carbon steel with factory-applied back enamel-finish paint.

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- D. Fasteners shall be 12-inch-long by 1/4-inch-wide plastic self-locking cable ties at spacing shown on Contract Drawings.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Finish grading shall be inspected and approved by the Owner prior to planting.
- B. Plant material shall be inspected and approved by the Consultant and Owner at the nursery or site prior to installation. Remove unsatisfactory material from the site immediately.

3.2 PREPARATION AND SEQUENCING

- A. The Contractor shall locate plants by staking with stakes and flags as indicated on the Contract Drawings or as approved in the field. If obstructions that are not shown on the Contract Drawings are encountered, do not proceed until the Owner has selected alternate plant locations.
- B. Plant materials shall be installed after topsoil, jute matting, and irrigation have been installed and approved by the Owner.

3.3 FERTILIZER INSTALLATION:

- A. Fertilizer shall be placed prior to the placing of erosion control fabric.

3.4 PLANT INSTALLATION

- A. Plants brought to the planting site shall be live stakes or in containers, depending on how they are specified in the planting schedule in the Contract for the particular type of plant material. Plants shall not be planted during freezing weather or when the ground is frozen. Plants shall not be planted during excessively wet conditions. Plants shall not be placed in areas below finished grade.
- B. Plants shall be removed from containers in a manner that prevents damage to the root system. Containers may require vertical cuts down the full depth of the container to accommodate removal. All circling roots shall be loosened to ensure natural directional growth after planting.
- C. Excavate circular plant pits with scarified vertical sides, except for plants specifically indicated to be planted in beds. Provide planting pits at least twice the diameter of the root system or container. Depth of the pit shall accommodate the entire root system. Scarify the bottom and sides of the pit to a depth of 4 inches. If groundwater is encountered upon excavation of planting holes, the Contractor shall promptly notify the Owner.
- D. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set crown of plant material at the finish grade. No filling will be permitted around trunks or stems or above grafts on grafted trees. Backfill the planting pit with specified soil or amendment. Do

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not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

- E. Mulching: Immediately after planting, install the specified mulch in all the tree and shrub planting areas with topsoil. Thoroughly water the mulched areas. After watering, rake the mulch to provide a uniform finished surface.
- F. Pruning: Prune all trees only to remove broken or damaged branches or for aesthetic purposes as directed by the Owner. Branches will be pruned at the branch collar. Neither stubs nor flush cuts will be acceptable.

3.5 LIVE STAKE AND POLE PLANT INSTALLATION

- A. All live stake and pole cuttings shall be continuously soaked in water immediately after cutting until installation at the site. Cuttings shall be planted the same day they are delivered to the site. Cuttings shall be kept continually soaked in water on site until planting.
- B. Live stake and pole installation shall be performed using the following steps:
 - 1. Use an iron stake or bar of similar diameter to the live stakes and poles to create a pilot hole of sufficient depth into the soil.
 - 2. Plant the stakes with an angled bottom end in the ground, with at least two to five emerging buds exposed at the top end.
 - 3. Install the stakes with a rubber mallet, and protect the stakes from damage such as splitting, bark peeling, and bud breakage during installation.
 - 4. Install each stake with 80% (four-fifths) buried and 20% (one-fifths) exposed.
 - 5. Ensure good contact through soil tamping of backfilling. Fill all voids with topsoil, and do not leave any air pockets.
 - 6. Install stakes perpendicular to the slope as shown on the Contract Drawings.
- C. Mulching: Install required mulching material immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.6 HERBIVORE EXCLUSION FENCING

- A. Install herbivore exclusion fencing in locations indicated on the Contract Drawings.
- B. Obtain Owner approval of all fence alignment prior to commencing Work.

3.7 MAINTENANCE

- A. Maintain planting until acceptance by the Owner.
- B. Maintenance shall include cultivating, weeding, and watering.
 - 1. Reset settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
 - 2. Straighten, repair, and adjust guys and stakes as required.

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3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
4. Water trees, shrub, perennial and groundcover beds within the first 24 hours of initial planting and not less than twice per week (including rain) until Substantial Completion.

3.8 SUBSTANTIAL COMPLETION

- A. Inspection to determine Substantial Completion of planted areas will be made by the Owner, upon the Contractor's request. Provide notification ≥ 10 working days before the requested inspection date.
 1. Planted areas will be accepted, provided that all requirements, including the maintenance period, have been complied with and plant materials are alive and in a healthy, vigorous condition.
- B. Upon Substantial Completion, the Owner will assume plant maintenance.

3.9 CLEANING

- A. Perform cleaning during installation of the work and upon physical completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

END OF SECTION

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SECTION 354950 - LARGE WOODY MATERIAL AND CHANNEL STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes construction of a live crib structure adjacent to the stream channel composed primarily of large woody material (LWM) and steel hardware. This section includes descriptions of the structure and ancillary materials required to complete the improvements.

1.2 RELATED REQUIREMENTS

- A. Section 015713 – Temporary Erosion Control and Construction Stormwater Pollution Prevention
- B. Section 310000 – Earthwork
- C. Section 312319 – Channel Dewatering, Fish Transfer and Channel Rewatering
- D. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- E. Section 325000 – Site Restoration and Rehabilitation
- F. Section 329300 – Planting
- G. Section 354951 – Large Woody Material Connections

1.3 DEFINITIONS

- A. LWM: Natural logs meeting the dimensions and characteristics indicated on the Contract Drawings and described in the Specifications.
- B. Members: Individual pieces of LWM
- C. Live Crib: Structure composed of various discrete construction elements consisting of multiple large woody members that are anchored in place by soil ballast, vegetation establishment, and/or interconnected with the use of metal reinforcement pins as described herein.

1.4 SUBMITTALS

- A. For the following LWM, documentation demonstrating compliance with these Specifications shall be submitted at least 10 calendar days prior to delivery to the site:
 - 1. Rootwad Log (see Table 2.01 for size requirements)
 - 2. Log Pole (see Table 2.01 for size requirements)

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1.5 QUALITY ASSURANCE

- A. Materials and products shall meet the specified requirements as described in these Specifications.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall furnish and arrange for the transport and delivery of all LWM materials required to the work site.
- B. It is the Contractor's responsibility to ensure that the materials are transported, delivered, stored, and handled in a manner that does not damage or adversely affect the materials. Damaged materials may be rejected by the Contracting Officer, at no additional cost to the Contracting Agency.

PART 2 - PRODUCTS

2.1 LARGE WOODY MATERIAL

- A. LWM shall be ponderosa pine, grand fir, or Douglas fir of recent vintage and free from insects, rot, and decay. Logs should have bark intact.
- B. Harvested trees are to be pushed over after loosening the soils around the tree roots to maximize rootwad size and minimize handling damage to the tree roots and bole. Whole trees should be excavated to retain the entire rootwad, with rootwad diameters meeting the specifications shown in Table 2.01.
- C. Once trees are tipped and decked and prior to being hauled, the Contractor shall:
 - 1. Mark trees in a manner that specifies tree type and dimensions shown in Table 2.01.
 - a. Markings shall be visible around the whole tree at any one point, and can be accomplished using tree marking paint, chalk, flagging, or similar.
 - 2. The Contractor shall notify and provide to the Owner's Representative for their confirmation the total count of trees harvested.
- D. Soil lodged around the roots shall be displaced to the extent practicable without destroying the integrity of the roots. Trees must be handled with care to remain as intact as possible, and contractors shall avoid excess handling of the rootwads to minimize breakage. Tree branches shall be retained intact with minimal breakage during transport and placement. These are critical details to the contract, and contractors should include details of the methods used to achieve the desired results.
- E. All trees must be alive when harvested with the following exception. Signs of light scorching are acceptable on large trees if confined only to the outer bark. Dead, dried out, or brittle trees are not acceptable.
- F. Acceptable trees may have defects, including, but not limited to, crooks, multiple forks, and bends, if the tree is alive (green) when harvested and as long as minimum stem and top diameters

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and lengths are still met. These defects shall not be of sufficient size or quantity to affect the structural integrity of the tree, and trees that end up broken during transportation or handling as a result of these defects may be rejected by Owner's Representative or Engineer. The maximum percentage of trees with these types of irregularities shall be no more than 30% in any size class.

- G. Whole tree and log specifications are as follows:

TABLE 2.01 TREE SIZE REQUIREMENTS			
Tree Type	Minimum DBH^{1/} (inches)	Minimum Length (feet)	Minimum Rootwad Diameter (inches)
Rootwad Log	18	25	48
Log Pole	18	35	n/a

^{1/} DBH = Diameter at Breast Height, measured at 4.5 feet above the ground and with bark intact. If the tree splits into multiple trunks below that point the trunk is measured at its narrowest point beneath the split.

Note: Stem diameters at the top end for whole trees is a minimum of 8 inches for all size classes.

- H. Any trees that naturally exceed the required minimum length may be shortened so long as they meet the minimum length for each size class. Leaving trees longer than the minimum length is also acceptable. Trees requiring shortening must be snapped or broken off rather than cut with a chainsaw for a more natural appearance. Breaking trees in this manner must not result in splintering or weakening of the treetop.
- I. Trees must be handled to avoid damage to rootwads, stems, and limbs at all stages of the harvest and delivery process. Limbs that are broken off the trees are required for delivery to the staging site but may be hauled separately.
- J. Contractor shall not cut limbs flush to the bole, except where needed to allow for legal and safe transport.
- K. All harvested trees and logs are subject to inspection by Owner's Representative or Engineer.
- L. Any time during decking, hauling, or staging, the Owner's Representative reserves the right to reject any trees or logs failing to meet the specifications and requirements herein.

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PART 3 - EXECUTION

3.1 LIVE CRIB CONSTRUCTION REQUIREMENTS

- A. Installation will occur at the locations and elevations shown on the Contract Drawings and as approved by Engineer or Owner's Representative. Refer to the Contract Drawings for layer sequence and specified dimensions of LWM to be installed. It is anticipated that pieces of LWM will need to be cut to fit on site as needed.
- B. Orientation and placement of the LWM in the Live Crib will be adjusted to match the existing bank line as shown on the Contract Drawings.
- C. Structure connections shall be made prior to backfilling the Live Crib. Refer to Section 35 49 51 – Large Woody Material Connections for connection hardware material and installation requirements.
- D. Backfill shall be placed and compacted prior to installing the proceeding layer of the Live Crib. Live stakes will be installed in planting benches in parallel with backfill when possible. Refer to Section 32 93 00 – Planting and the Contract Drawings for additional information on sequencing and plant species.
- E. To the extent possible, minimize the excavation volume and footprint needed to install the Live Crib. Excavate long trenches for placing the LWM at the required locations and elevations to minimize disturbance to in situ materials. Refer to Section 31 00 00 – Earthwork for additional requirements.
- F. Excavated material will be used as backfill and compacted around the structure to provide ballast below the planting elevations. Compaction will be completed using the excavator bucket to a firm and unyielding surface. Finish grade will be blended into the surrounding floodplain.
- G. Refer to Section 312319 – Channel Dewatering, Fish Transfer, and Channel Rewatering for additional construction requirements.

END OF SECTION

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SECTION 354951 - LARGE WOODY MATERIAL CONNECTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work in this section includes installation of structural connections between large woody material (LWM) members in the Live Crib structure.

1.2 RELATED REQUIREMENTS

- A. Section 015713 – Temporary Erosion Control and Construction Stormwater Pollution Prevention
- B. Section 310000 – Earthwork
- C. Section 312319 – Channel Dewatering, Fish Transfer and Channel Rewatering
- D. Section 329113 – Soil Preparation, Finish Grading, and Erosion Control Fabrics
- E. Section 354950 – Large Woody Material and Channel Structures

1.3 REFERENCES

- A. Reference Standards:
 - 1. ASTM A193. Standard Specification for Alloy-Steel and Stainless-Steel Bolting Materials for High Temperature Service

1.4 DEFINITIONS

- A. LWM: Natural logs meeting the dimensions and characteristics indicated on the Contract Drawings and described in the Specifications.
- B. Members: Individual pieces of LWM
- C. Live Crib: Structure composed of various discrete construction elements consisting of multiple large woody members that are anchored in place by soil ballast, vegetation establishment, and/or interconnected with the use of metal reinforcement pins as described herein.

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1.5 SUBMITTALS

- A. Submit the following in accordance with Section 013300 – Submittal Procedures:
1. Threaded Rod: material cut sheet from manufacturer and/or supplier showing that rod meets all requirements of these Specifications. Submit no later than 7 working days prior to mobilization.
 2. Hex nuts: material cut sheet from manufacturer and/or supplier showing that locknuts clips meet all requirements of these Specifications. Submit no later than 7 working days prior to mobilization.
 3. Steel Square Washer or Plate: material cut sheet from manufacturer and/or supplier showing that plates meet all requirements of these Specifications. Submit no later than 7 working days prior to mobilization.

1.6 QUALITY ASSURANCE

- A. Materials and products shall meet the specified requirements as described in the Specifications, herein.
- B. Materials that do not meet the requirements indicated on the Contract Drawings and described in the Specifications shall be rejected, unless otherwise approved by the Contracting Agency.
- C. Following the inspection, the Contractor shall be responsible for the care and management of the approved materials.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall furnish and arrange for the transport and delivery of all materials required for LWM connections to the work site.
- B. It is the Contractor's responsibility to ensure that the materials are transported, delivered, stored, and handled in a manner that does not damage or adversely affect the materials. Damaged materials may be rejected by the Contracting Officer, at no additional cost to the Contracting Agency.

PART 2 - PRODUCTS

2.1 THREADED ROD

- A. Shall match the size, type, class, construction, and kind indicated on the Contract Drawings and described in the Specifications, or as approved by the Engineer. Where there is a conflict between what is indicated on the Contract Drawings or described in the Specifications, the Engineer shall determine which takes precedence.
- B. Shall meet Specifications of ASTM A193.

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- C. Threaded Rod shall be McMaster-Carr Product 90322A209 or meet the following minimum requirements:
 - 1. Material shall be Grade 8 High-Strength Steel.
 - 2. Diameter of 7/8 inch, with 9 thread size.
 - 3. Minimum Tensile strength of 150,000 psi.
- D. Shall not be welded, unless otherwise approved by the Engineer.
- E. Shall be of continuous length. Pre-cut lengths are acceptable, but it is the responsibility of the Contractor to ensure that lengths are suitable for an approved connection. Pre-cut lengths of rod that do not meet a sufficient length for an approved connection will be rejected by the Engineer at no cost to the Contracting Agency.

2.2 HEX NUTS

- A. Shall match the size, type, class, construction, and kind indicated on the Contract Drawings and described in the Specifications, or as approved by the Engineer. Where there is a conflict between what is indicated on the Contract Drawings or described in the Specifications, the Engineer shall determine which takes precedence.
- B. Shall be sized to accommodate the Threaded Rod as specified in Article 2.1 of this Specification.
- C. High-strength hex nuts shall be McMaster-Carr Product 90499A842, or meet the following minimum requirements:
 - 1. Material shall be Grade 8 High-Strength Steel.
 - 2. Diameter of 7/8 inch, with 9 thread size.
- D. Two Steel Hex Nuts shall be tightly secured to the end of each threaded-rod connection as shown on the Contract Drawings.
 - 1. Steel Hex Nuts shall be mechanically tightened against each other to 600 lb-ft of torque to prevent the connection from loosening over time.

2.3 STEEL SQUARE WASHER OR PLATE

- A. Shall match the size, type, class, construction, and kind indicated on the Contract Drawings and as described in the Specifications, or as approved by the Engineer. Where there is a conflict between what is indicated on the Contract Drawings or described in the Specifications, the Engineer shall determine which takes precedence.
- B. The Contractor may elect to use a Steel Square Plate meeting the below Specification instead of the steel square washer.
- C. Shall be sized to accommodate the Threaded Rod and Steel Hex Nut as specified in Article 2.1 and 2.2 of this Specification.
- D. Shape shall be square.
- E. Material shall be alloy steel.

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F. Plate size, unless otherwise approved by the Engineer:

1. 7/8-inch to 1-inch Diameter Opening
2. 2-inch Minimum Width
3. 0.235-inch Minimum Thickness

PART 3 - EXECUTION

3.1 THREADED ROD CONNECTIONS

- A. Threaded Rod Connections points for the Live Crib are shown on the Contract Drawings. Connections shall be installed in accordance with the Contract Drawings.
- B. Threaded Rod Connection may be started beneath LWM bottom layers for ease of installation. If this installation method is used, Steel Hex Nuts must be mechanically tightened against plate as described in Section 2.2 prior to placement of LWM.
- C. The Owner or Engineer shall witness and inspect a mock-up of a connection completed by the Contractor proposed for use in construction. If modifications are necessary, the mock-up shall be reworked under the review of the Owner. The Owner or Engineer shall approve the connection, once satisfied with the method. Only methods approved by the Owner or Engineer may be used to construct the Live Crib. If a connection is judged non-approved, the Contractor shall rework the connection at no additional cost to the Owner.
- D. Finished connections shall not be covered with backfill or otherwise obstructed from review by the Owner or Engineer without prior approval.
- E. Connection materials exhibiting deficiencies during installation or not in compliance with the requirements in this Specification are not allowed and may be rejected by the Owner and replaced at no additional expense to the Owner.
- F. Connection materials installed but found to be non-conforming for the application may, at the Owner's option, be reused in other applications.
- G. Special care shall be taken to ensure that no materials fall into or contaminate Project waters.

3.2 CLEANUP

- A. Contractor shall collect and properly dispose of remaining materials, debris, and rubbish resulting from completion of connections.

END OF SECTION